

The complaint

Mrs A complains that Wise Payments Limited would not refund money she lost to a scam.

Mrs A is represented by C, for ease, I have referred to comments made by C as being made by Mrs A.

What happened

Mrs A said she made the following faster payments to several different payees as a result of a job scam.

Payment	Date	Payment method	Amount (£)
1	3 August 2023	Faster payment outwards	50.00
2	4 August 2023	Faster payment outwards	100.00
3	4 August 2023	Faster payment outwards	40.00
4	4 August 2023	Faster payment outwards	7.00
5	5 August 2023	Faster payment outwards	150.00
6	5 August 2023	Faster payment outwards	89.00
7	5 August 2023	Faster payment outwards	47.00
8	5 August 2023	Faster payment outwards	140.00
9	18 August 2023	Faster payment outwards	392.00
10	18 August 2023	Faster payment outwards	1,286.00
11	18 August 2023	Faster payment outwards	3,321.00
12	18 August 2023	Faster payment outwards	3,569.00
13	18 August 2023	Faster payment outwards	2,000.00
14	18 August 2023	Faster payment outwards	3,950.00
	28 August 2023	Funds recovered	131.50
		Total loss (less amount recovered)	15,009.50

Mrs A said she was contacted by someone via a third-party messaging service offering a part time remote working role. The scammer said the job was for a cinema chain and the job task required Mrs A to rate films to make them more attractive and bring in more viewers. Mrs A was told she would receive commission from profits made from ticket sales.

Mrs A said she was told she had to use her own funds to unlock certain tasks, and this would increase the commission she would receive.

Mrs A said she realised she had been scammed when she didn't have any more money she could use and the amount she was asked to pay was significantly higher than previously. Mrs A raised the matter with Wise. It investigated and recovered £131.50 from one of the recipient accounts which it paid to Mrs A. Mrs A complained but Wise didn't uphold the complaint.

Unhappy with the outcome Mrs A referred her complaint to our service but our investigator didn't think it should be upheld. Our investigator said it was unreasonable to expect Wise to provide a more tailored warning specific to a job scam without Mrs A giving an accurate purpose for the payment. He thought Wise gave a relevant warning proportionate to the information it had. Our investigator didn't think Wise could have done anything more than it did to recover Mrs A's funds.

Mrs A doesn't accept our investigator's view and says Wise should have taken more steps in light of the clear fraud risks associated with payments to cryptocurrency. Mrs A says it should also have taken into consideration the value of the payments particularly those made on 18 August 2023. Mrs A thinks the payment of £3,321 should have triggered an anti-draining rule in Wise's fraud system.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In broad terms, the starting position in law is that an electronic money institution such as Wise is expected to process payments and withdrawals that a customer authorises it to make. There is no dispute here that Mrs A authorised the payments. And in accordance with the Payment Services Regulations and the terms and conditions of the account, Mrs A is responsible for the loss.

However, taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, Wise should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud. So, I've thought about whether Wise acted fairly and reasonably here, and I think it did. I know this will be disappointing for Mrs A, but I'll explain why.

I think it's important to highlight that there are many payments made by customers each day, and it's not reasonable to expect the bank to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers, and not unnecessarily disrupting legitimate payment instructions. And while the transactions may have been linked to the purchase of cryptocurrency, as they were made to third parties, there was nothing to indicate that they were for the purchase of cryptocurrency so I would not expect Wise to have been on alert for this.

Payments 1-11 were made to several different payees, and I don't find the payments to have been of significant enough value that Wise ought reasonably to suspect Mrs A might have been falling victim to a scam.

I think Wise should have intervened when Mrs A made payment 12. This is because it was significantly higher than previous payments made from the account in the days prior. I also find a pattern had begun to form, with the payments increasing in value which we often see with a scam. And by payment 12 the total value of payments made on that same day had reached £4,999. I think this should have raised concern for Wise that Mrs A might be at risk of harm from fraud and for it to have intervened. And I think the size of the payment and the identifiable risk meant that an automated warning, tailored to the scam risk identified would have been appropriate in the circumstances.

However, Wise has shown that it did intervene in several payments even prior to and including payment 12. It also intervened on payment 11 which Mrs A has mentioned. But its records show that when asked, Mrs A chose “making an investment” as the payment purpose. Therefore, it provided a warning about investment related scams.

Wise has shown Mrs A could have chosen “paying to earn money by working online”, which would have more accurately reflected the payment purpose. And it would then have shown a warning tailored to a job scam, which would have been more relevant to the scam Mrs A had fallen victim to.

Overall, I’m satisfied Wise gave appropriate warnings based on the information Mrs A provided about the payments. Where it has not been provided with accurate information, I don’t reasonably expect Wise to have identified that Mrs A was at risk of a job-related scam and to have provided warnings to that effect. As such, I can’t fairly hold it liable for Mrs A’s losses.

I’ve also considered whether Wise did enough to try to recover Mrs A’s funds when it became aware of the scam. Where payments are made because of fraud, we usually find the scammers quickly move the payments, usually within the first 24 hours, from the recipient account. Wise said it attempted to recover Mrs A’s money but unfortunately it found that most of the funds had been moved from the recipient accounts by the time Mrs A reported the scam. However, it said it found a small amount of funds in one of the accounts, which it refunded to Mrs A, and I think that’s fair.

I understand that Mrs A has been a victim of a cruel scam and lost out here, and I sympathise with her, but for the reasons I’ve outlined, I do not find Wise needs to reimburse the money Mrs A lost.

My final decision

For the reasons I have given, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs A to accept or reject my decision before 16 April 2025.

Oluwatobi Balogun
Ombudsman