

## **The complaint**

Mr A complains that Wise Payments Limited (“Wise”) closed his account unfairly.

## **What happened**

Wise says Mr A opened a personal account with Wise in 2020. In late 2024 it contacted him to say that it was deactivating his account because his account was being used for business purposes. It said that was against its Acceptable Use Policy. Wise says it doesn’t support business accounts in the country Mr A lives in, so it decided to close his account. It gave him notice that his account would close in 90 days’ time - in February 2025. It said that until the account was closed Mr A could still use his account for certain purposes.

Mr A complained to Wise, but it wouldn’t change its mind about closing the account.

Mr A went on to complain to the Financial Ombudsman Service. He told us that his account wasn’t used for business purposes and that he thinks Wise has discriminated against him on the basis of his nationality and religion. He said his financial life has been destroyed by the account closure, that his health has been significantly affected by what happened and that he has lost his home.

Our investigator looked into what happened. He didn’t think Wise did anything wrong. He said Mr A had told him that he has received payments from people in connection with what he does on social media, so when Wise acted to close Mr A’s account it acted in line with its legal and regulatory obligations, the account terms and conditions and its Acceptable Use Policy. He didn’t think that Wise had discriminated against Mr A when it did that.

Our investigator could also see that Wise had given Mr A 90 days’ notice of the account closure. So he said Mr A had time to make new banking arrangements.

Mr A disagreed with our investigator. He asked for an ombudsman to review his complaint, so this complaint has been passed on to me to decide. Mr A said he creates content on social media and his followers send him personal payments to help him continue doing what he does. That doesn’t mean he is paid by them/those payments are business payments.

For completeness I’ll say here that Mr A also complained about a €3999.02 payment that Wise said Mr A successfully transferred out of his Wise account. Mr A said the transfer was cancelled by the receiving bank, so the money was returned to Wise, but he hasn’t received the money from Wise. This matter is still being investigated by our service, so I won’t cover it in this decision.

## **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.

Having done so I agree with what our investigator said. I’ll explain why.

I’ll begin by saying that financial businesses have a broad discretion to decide who they want

to do business with. In broad terms they decide that with reference to the business they want to pursue and their attitude to risk. As long as they don't discriminate against customers unlawfully, the Financial Ombudsman Service wouldn't interfere with a firm's commercial decisions.

In this case Wise has told us that, following a review of Mr A's account, it decided to restrict and then close Mr A's account because it thought that Mr A was using his account for business purposes – something that it didn't allow for personal accounts. It said it couldn't offer Mr A a business account instead, as it doesn't offer business accounts in the country he lives in.

I'm satisfied that Wise was able to close an account for such a reason. In other words, doing that wasn't against the account terms and conditions.

I say that because section 8.1 of the account terms and conditions say:

"You may only use our Services for personal purposes and not as a business account or for business purposes."

Mr A is adamant that he wasn't using the account for business purposes. He has told us he creates content on social media and his followers send him personal payments to help him continue doing what he does.

I appreciate that Mr A doesn't think that means that his followers pay him/send him payments for business purposes, but I'm afraid I disagree. Although people might not be directly buying services from Mr A, I don't think it was wrong for Wise to consider such payments to be linked to what amounts to be Mr A's business, trade or profession. Mr A has been clear that the payments help him create content on social media. He told us he doesn't currently have another job, and that those payments enable Mr A to live.

Wise has also provided us with copies of Mr A's recent bank statements. I've considered those. The references on some of the payments set out in the statements suggest that Mr A was being paid to teach third parties.

Mr A has said that in closing his account Wise has discriminated against him on the basis of his nationality and religion.

Discrimination can have a specific legal meaning – it's the unlawful behaviour set out in the Equality Act 2010 ("Equality Act"). The Equality Act applies to Wise, and it's something I've taken into account in this case. I've used the words "taken into account" because it isn't for me to make a finding on matters of law in my decisions. That's a matter for the courts. Nor is it for me to act as a regulator and decide whether Wise breached relevant regulations. However, I have considered the Equality Act, and discrimination in the wider sense. I've thought about whether Mr A has been treated unfairly, and if he has, whether that unfair treatment was because of who he is.

Having considered all the available information in this complaint, I'm not persuaded that Mr A was discriminated against because of his religion. I haven't seen any evidence to support that. Wise has said why it thought Mr A had been using his account for business purposes. I think it was entitled to think that for the reasons set out above. Wise has been clear that it doesn't provide business accounts in the country Mr A lives in. I have no reason to think that amounts to discrimination.

*Conclusion*

I appreciate that Mr A is likely to be very disappointed by this complaint. However, for the reasons set out above I don't think it should be upheld.

Mr A has told us about his personal circumstances and the significant impact of Wise's decision to close his account on him. I'm very sorry to hear about the difficult time that Mr A is having. I'm pleased to see that our investigator has signposted Mr A to some organisations that might be able to help him. However, it wouldn't be fair and reasonable for me to say that Wise should reverse its decision for those reasons. It's open to Mr A to use another provider that operates in the country he lives in.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 March 2025.

Laura Forster  
**Ombudsman**