

The complaint

Mr W complains Wise Payments Limited (“Wise”) didn’t do enough to protect him when he fell victim to a scam.

What happened

Mr W said he believed he was making a booking through a well-known accommodation rental platform. He said the rental listing appeared genuine and when it came to booking the rental he was unknowingly directed away from the platform to a website that looked identical, which we now know to be a scam website. Mr W made two payments from his Wise account.

Mr W said he became suspicious when he didn’t receive a confirmation email for the booking, and he said he promptly contacted the platform and Wise regarding the matter.

Below are the payments Mr W made towards the scam.

Payment	Date	Amount
1	30 May 2022	€4,278.99
2	30 May 2022	€2,766.70

Mr W complained to Wise, and his complaint wasn’t upheld. Unhappy with Wise’s response, he raised the matter with the Financial Ombudsman. One of our Investigators looked into the complaint and didn’t uphold it. They didn’t think Revolut ought to have been concerned by the payments.

As an agreement could not be reached, the complaint has been passed to me for a final 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.

I’m sorry that Mr W has been the victim of a scam. I realise he’s lost a significant sum of money and I don’t underestimate the impact this has had on him. And so, I’d like to reassure him that I’ve read and considered everything he’s said in support of his complaint. But I’ll focus my comments on what I think is relevant. If I don’t mention any specific point, it’s not because I’ve failed to take it on board and think about it, but because I don’t think I need to comment on it to reach what I think is a fair and reasonable outcome. I know this will come as a disappointment to Mr W but having done so, I won’t be upholding his complaint, for broadly the same reasons as our Investigator. I’ll explain why.

In broad terms, the starting position at law is that banks and other payment service providers are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer’s account.

Mr W authorised the payments in question here – so even though he was tricked into doing so and didn't intend for his money to end up in the hands of a scammer, he is presumed liable in the first instance.

But as a matter of good industry practice, Wise should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: as while banks and Electronic Money Institutions (EMIs) should be alert to fraud and scams to act in their customers' best interests, they can't reasonably be involved in every transaction.

I've thought about whether Wise acted fairly and reasonably in its dealings with Mr W when he made the payments, or whether it should have done more than it did. In doing so I've considered what Wise knew about the payments at the time it received Mr W's payment instructions and what action, if any, Wise took prior to processing the payments.

Wise told us it didn't intervene or provide warnings for either of the disputed payments. I've thought carefully about whether it was reasonable for Wise to process the payments without intervening or whether it should have done more. Having considered this carefully I agree with our Investigator that neither payment would have suggested Mr W was at a heightened risk of financial harm from fraud, and it was therefore reasonable for Wise to process the payments in-line with Mr W's payment instructions. I'll explain why.

The payments weren't of an unusually excessive value for international payments - particularly given many of Wise's customers use its service for this purpose to avoid high transfer fees. So, I don't think the payments were suspicious in nature.

Mr W makes the point that this was a newly opened account which ought to have been a concern for Wise. Mr W seems to have opened the account of his own choosing, given he doesn't appear to have had any direct interactions with the scammer. And although newly opened accounts can pose a potential fraud risk, the vast majority are opened for legitimate purposes - whether that be everyday banking or using it for a specific purpose as seems to be the case here. And so, while Wise should be mindful of the risks new accounts present, this is one factor for them to take into consideration. And here, I don't think the payments that were made were so unusual or suspicious to have given Wise enough reason to suspect Mr W was falling victim to fraud or a scam.

So based on the circumstances of the disputed payments, I don't think there were sufficient grounds for Wise to think that Mr W was at risk of financial harm from fraud when he made the payments. So, I can't say Wise was at fault for processing them in accordance with Mr W's instructions.

I'm also not persuaded that even if Wise had intervened it would have prevented his loss. This is because it's likely any warning or advice to only send the funds if the payee was trusted, likely wouldn't have made a difference. This is because Mr W believed he was making the booking via the legitimate rental site. And so, he would have likely continued to make the payment as he had no reason to suspect he was being scammed.

Recovery

I've thought about whether there's anything else Wise could have done to help Mr W — including if it took the steps it should have once it was aware that the payments were the result of fraud.

The payments Mr W made were international and in such cases there's little chance of recovery. That said, I agree with our Investigator that Wise could have contacted the beneficiary bank sooner, but I can't see this would have made a material difference to the outcome. This is because the beneficiary bank has since stated it isn't authorised to give information on remaining funds in an account or return funds without a police report, and so the return of funds which may have been available would require a court order. I therefore think even if Wise had contacted the beneficiary bank sooner it's not likely to have made a difference to the outcome of the recovery of Mr W's funds.

I'm sorry to disappoint Mr W further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Wise needs to refund his money or pay any compensation. I realise this means Mr W is out of pocket and I'm really sorry he's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint against Wise Payments Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 July 2025.

Charlotte Mulvihill
Ombudsman