

The complaint

Ms T complains that Wise Payments Limited won't refund the money she lost when she was the victim of a scam.

What happened

In November 2023, Ms T received a text message about a potential job for her. She replied that she was interested and was told the job involved reviewing films.

Ms T was given access to a platform where she could see the tasks she could complete and the money she had earned. And she was shown how to purchase cryptocurrency, which she would use to pay for some of the tasks she was to complete. She then made a number of payments from an account she held with another bank to her Wise account, and used those funds to purchase cryptocurrency which she then sent on to wallet details she was given for the job platform.

I've set out the payments Ms T made from her Wise account below:

Date	Details	Amount
11 November 2023	To 1 st payee	£87
13 November 2023	To 2 nd payee	£290
13 November 2023	To 3 rd payee	£556
13 November 2023	To 4 th payee	£1,530

Unfortunately, we now know the job was a scam. The scam was uncovered after Ms T was told she needed to pay increasingly large amounts of money before she could withdraw the money the platform said she had made. Ms T then realised she had been the victim of a scam and reported the payments she had made to Wise.

Wise investigated and initially said it had completed the payments as Ms T directed, so didn't agree to refund any of the money she had lost. When the complaint was referred to our service, Wise then said it could have done more to protect Ms T and so offered to refund 50% of the money she had lost.

One of our investigators looked at the complaint. They thought the offer Wise had made was fair, so didn't think it would be fair to require it to increase it. Ms T disagreed with our investigator, so the complaint has been passed to me.

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 at law is that an Electronic Money Institution ("EMI") such as Wise is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

And Ms T accepts she made the payments here. So while I recognise she didn't intend for the money to ultimately go to scammers, she did authorise the payments. And so the starting position in law is that Wise was obliged to follow her instructions and make the payments. So Ms T isn't automatically entitled to a refund.

Should Wise have done more to protect Ms T when she was making the payments?

Taking into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that in November 2023 Wise should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

So I've considered whether Wise should have identified that Ms T was at heightened risk of financial harm from fraud as a result of any of the payments she made here.

When Ms T was making each of the payments here, Wise asked her to select the purpose of them from a list of options. And, for each payment, Ms T selected that the purpose of the payment was *"paying to earn money by working online"*. But as this purpose is very similar to a common and well-known type of scam, and there are very few legitimate reasons why someone would be paying to earn money, I think Ms T selecting this purpose should have caused Wise significant concern that she was falling victim to a scam.

I think a proportionate response to the risk I think Wise should have identified here would have been for it to contact Ms T in order to carry out some sort of human intervention with her, whether over the phone or using a live-chat, and to satisfy itself that she had selected this payment purpose in error and was not the victim of a scam.

Wise has accepted that it should have asked Ms T additional follow-up questions and that, had it done so, the scam could have been uncovered. And so I think it is fair that Wise bear some responsibility for the loss Ms T suffered as a result of this scam.

Should Ms T bear any responsibility for her loss?

I appreciate this was a sophisticated scam, where Ms T was contacted by several people claiming to be connected to the job and was given access to a platform where she could see the tasks she was to complete and the money it showed she had earned. But I also think there were a number of things about what was happening and what she was told that should have caused Ms T significant concern.

The initial contact Ms T received about the job appears to have come unexpectedly, without her having applied for a job or contacted the company she was supposedly working for herself. Her communication about the job also all appears to have been done via an instant messaging service, with no more formal paperwork or confirmation of employment, which isn't how I would expect a legitimate employer to communicate with potential employees. So I think being contacted in this way should have caused Ms T significant concern that what she was being told wasn't genuine.

The work Ms T was told she would be doing appears to have been reviewing and rating products or films that's he hadn't seen, used, or had any experience of. And I wouldn't expect a genuine employer to be exclusively asking its employees to do this. So I think this should also have caused Ms T concern that what she was being told wasn't genuine.

Ms T also appears to have been told she had earned a significant amount of money in only a few days, which I don't think was plausible. And the amount she was told she had earned and could continue to earn was very high for what appears to be relatively little and relatively straightforward work. So I think this should have caused Ms T significant concern that what she was being told was too good to be true.

And, for the later payments at least, Ms T had been told that some of the tasks she had been given to complete were worth more commission to her than others, but that she had to pay significantly more money in before she could complete these tasks and she couldn't be paid any of the money she had earned for completing previous tasks until she did so. The allocation of these tasks to her was also out of her control and seemingly random. And I think work being allocated in this way and her being required to pay such significant amounts to complete it, or even be paid for other work she had done previously, isn't how I would expect a genuine employer to operate. So I think this should also have caused Ms T significant concern about whether what she was being told was genuine.

I sympathise with the position Ms T has found herself in and recognise that she has been the victim of a cruel scam. But I think there were a number of things here which should have caused her significant concern, and I don't think she did enough to satisfy those concerns or that the seemingly genuine parts of the scam should have been enough to overcome them.

So I think it would be fair and reasonable for her to bear some responsibility for the loss she suffered here.

Wise's offer

For the reasons I've explained above, I think it would be fair for both Wise and Ms T to bear some responsibility for the loss Ms T suffered as a result of this scam. And as I think they are similarly responsible, I think it would be fair for them to each bear 50% of the responsibility. So I think it would be fair for Wise to refund 50% of the money Ms T lost as a result of this scam.

Ms T received a number of credits into her account shortly before and during the period of this scam, which she has said are likely related to the job she was told she was doing. So I think it would be fair for these amounts to be deducted from the loss she suffered.

The offer Wise made when the complaint was referred to our service is in line with the findings I've set out above and the refund I think it would be fair for it to make. And so I think the offer Wise made is fair and I don't think it would be fair to require it to refund anything further than this.

My final decision

I uphold this complaint in part and require Wise Payments Limited to:

- Pay Ms T the £1,281.50, plus 8% interest from the date of loss to the date of settlement, it has offered her – if it has not already done so

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 29 August 2025.

Alan Millward
Ombudsman