

The complaint

Mr H complains that Wise Payments Limited (Wise) will not refund him for failed cash withdrawals despite the money being debited from his account.

What happened

Mr H states that on 4 October 2024 he attempted to make a cash withdrawal from an Automated Teller Machine (ATM) for £800 but no money was dispensed. Further cash withdrawal attempts from the same ATM were also unsuccessful and no money was received.

Mr H raised his concerns with Wise. He said no money had been dispensed by the ATM, but his account had been debited with £2,800 and that he had also incurred £46.50 in fees. Mr H raised a chargeback claim with Wise, but the request was declined.

As Mr H was unhappy with Wise, he bought his complaint to this service and said it hadn't acknowledged his complaint accurately and had failed in its duty to look into the dispute when he raised it.

On us contacting Wise, they requested the opportunity to respond to Mr H's concerns, and a further final response letter was issued.

Wise said it had looked into what happened but didn't change its position, in that it was within its rights to refuse to raise a chargeback claim.

Our investigator, on reviewing everything presented, did not uphold the complaint. In summary, she felt that Wise had acted reasonably in holding Mr H liable for the money withdrawn from his account.

As Mr H disagreed, the matter was 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.

First, I'm sorry to hear about Mr H's health concerns and I can appreciate that this has been difficult for him. I hope that he is getting the support and help he needs.

I also want to make it clear that Mr H's version of events isn't considered anything other than a genuine recollection of what he remembers happening, and that each case is considered based on its own merits without bias. I want to reassure Mr H that in considering this matter, I have taken account of all the available evidence presented so as to decide what I think is more likely than not to have happened. And that if I don't mention a particular point, it's not because I haven't considered it, but I've focused instead on what I believe to be important to the outcome of this complaint.

Having reviewed everything, I've broadly reached the same outcome as the investigator and so won't be asking Wise to refund Mr H. I'll explain why.

Here it's clear that there is a difference between what Mr H has provided in the way of testimony and what Wise has evidenced. Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I must reach my decision on the balance of probabilities – in other words, on what I consider is more likely than not to have happened in light of the available evidence.

Generally, Wise is required to refund any unauthorised payments made from Mr H's account. Those rules are set out in the Payment Service Regulations (PSR) 2017. Mr H says that on making the withdrawal requests no money was dispensed by the ATM. So, I have considered everything he has said, in line with the regulations which apply.

The regulations also say it's necessary to look at whether the card holder authorised the payments. So, I'm looking at whether Mr H made the transactions himself or allowed them to be made.

Here it's clear there is no argument that Mr H was using the ATM to withdraw money. He states he transferred money into his Wise account from a bank account with another provider, so he could make a larger withdrawal at an ATM. And I take on board what he has said about making further withdrawal attempts when his initial attempt was unsuccessful. But what that means in the way of the rules that apply is that he authorised the withdrawals. So, I'm satisfied that all the withdrawal requests were authorised by Mr H.

What remains for me to decide is whether Wise has acted reasonably in holding Mr H liable for the money that was debited from his account - along with the fees he incurred on the withdrawal attempts.

Wise has presented a record of the transactions that are in dispute, and I've examined this in detail, to determine a timeline of events. The evidence shows that Mr H made four withdrawal requests from the same ATM on 4 October. Initially three requests were made to withdraw £800, at 2.33pm, 2.37pm and 2.43pm. Followed by one final request to withdraw £400 at 4.04 pm. And from what I can see from the transaction information Wise has provided, they were all considered a success and there doesn't seem to be any obvious discrepancies detected. But Mr H states that no money was dispensed.

I can see Mr H explains that it wasn't apparent to him at first that the ATM wasn't working, and he mentions it sounded like it was counting the money as it normally does. But as no money was dispensed, he continued to make two further attempts to withdraw the same amount, followed by a fourth attempt for a smaller amount. But I notice this wasn't an immediate request and took place over an hour later.

Mr H states he visited this ATM in particular due to his mobility issues and because it was the closest ATM to where he lived, so the most local to walk to, with other ATM's located much further away and he states they generally didn't work. He also mentions his purpose for withdrawing the money was to lend it to his friend to buy a car, and he had transferred money over from another bank where he had used his available overdraft.

I have given great thought to what Mr H has said and I have considered this alongside the information presented by Wise.

I understand further specific audit information relating to the ATM in question, was requested by our investigator, but Wise said it was no longer available due to the amount of time that

had passed – although it's possible the ATM provider may well have access to the records. But it also can't be said for certain whether or not this information would've changed the outcome reached. I also appreciate that Mr H has questioned why a chargeback claim wasn't raised by Wise when requested but considering that there is no obligation on the part of Wise to have done so, given it isn't a regulatory right, I'm satisfied that Wise was entitled to decline this request so acted fairly in doing so.

On the other hand, what Wise has evidenced is that Mr H topped up his account with £2,860.00 before making the ATM withdrawal requests – which although not unusual on its own – was from what I understand, more than was required to lend to his friend. And I note that the balance in his account was then, by chance, pretty much able to accommodate the total number of withdrawals he eventually went on to make from the ATM.

Given that Mr H has said that he relied on benefits, and that his family helps him out financially, it's hard to follow why he then decided to borrow more money than was actually required – in the way of an overdraft with another bank, incurring additional fees and charges - so as to lend his friend money for a car purchase. I appreciate he has said that his friend was going to pay him back, but it's unclear why he would decide to use an overdraft facility given his own financial stresses and situation.

Another aspect I'm finding difficult to explain here, is why Mr H continued to attempt further withdrawals from the same ATM machine despite it showing signs of being faulty. And having noted the gap in time between the third and final withdrawal request, it's not easy to make sense of why he decided to return to the same ATM over an hour later to make a further withdrawal request, despite it not showing signs of working on the first three attempts. I can appreciate what Mr H has said was his reason for visiting this ATM in particular, but it also appears there were other ATMs located at an almost similar distance from where Mr H resides. Yet I see no attempt was made to withdraw money from any other ATM that day. Instead, it seems Mr H decided to return to the same ATM to make a further withdrawal request despite the previous three attempts being unsuccessful. So, I'm satisfied that it was reasonable for Mr H to have been aware that the ATM was most probably faulty at this point.

What's more, Wise has presented evidence to show that Mr H had previously raised a similar dispute, coincidentally, about the same ATM not dispensing money on two withdrawal requests, just a couple of months prior. Where a similar pattern of events transpired. So, given Mr H already had a personal experience of this particular ATM not dispensing money when requested, and had to go through the process of raising a dispute with Wise, I think it's reasonable for Mr H to have suspected that this may be the case again, and then raise concerns immediately. Rather than continuing to proceed to make further withdrawal attempts from an ATM that was not responding. Especially, given he'd said that he avoided other ATMs in his vicinity as they were sometimes not working.

It would also seem reasonable to suggest that Mr H might have checked the balance on his account, at least between the last two withdrawal attempts, in light of the time between them and the fact that he'd reported experiencing this same problem before. So, it's unusual that he did not do so.

I also see Mr H mentions he doesn't have a strong understanding of technology, but Wise is a digital bank and is primarily chosen for its online access option. I notice that the Wise account was also only used by Mr H for the purposes of withdrawing money from an ATM. And despite Mr H having the option of transferring money to his friend's account - which would have helped in serving the same purpose - and significantly helped Mr H to avoid the need to have to walk to an ATM given his mobility issues – I can't see that this option was taken.

Mr H, when asked, was also unable to provide any evidence of the chat that took place between him and his friend so as to support his testimony. He said this was no longer available due to it being some time ago and explained he was no longer in contact with the friend, so this information could not be obtained from them either. I appreciate that might be the case, but it seems unusual he's no longer in touch with someone that he was willing to lend, what seems to be a substantial sum of money to, and someone he described as a close friend. And it's unclear why the messages are no longer available.

I appreciate that Mr H feels strongly that Wise failed in its duty of care and did not take the necessary steps required of them in raising a chargeback and instead directed him back to the ATM merchant for further assistance with his claim. But Wise states it exercised its right to refuse this request in accordance with the customer agreement it had in place, and I'm satisfied, having reviewed this information, that Wise acted reasonably in using its discretion here.

I see Wise specifically, refers to its terms and conditions where it states:

'Wise aren't liable for certain losses such as any ATM failing to dispense cash and that a consumer is responsible for losses, arising from gross negligence, or failing to conduct adequate due diligence on the merchants you transact with'.

I'm not persuaded Wise can fairly and reasonably rely on this term as it would appear to leave a consumer in a worse position than the PSRs allow for. However, I'm satisfied the complaint ought not be upheld in any case.

Mr H also mentions CCTV footage, which was acquired on his previous ATM dispute with Wise. But as Wise had refused to raise a chargeback claim in this instance and communicated this to Mr H, it did not have the need to acquire it in this case. But I also can't see any evidence to suggest that Mr H in his own capacity, considering his ultimate and considerable financial loss, followed up or made any attempt to acquire this information from the merchant responsible for the ATM. And I'm persuaded that even if it was obtained it's difficult to say for certain whether the CCTV footage would have conclusively proven that the funds weren't dispensed by the machine as Mr H has explained.

I appreciate Mr H is going to be very disappointed, but based on the evidence, I'm satisfied on balance, that it's more likely than not that the ATM did dispense the money Mr H requested. And it's reasonable for Wise to hold him liable for the withdrawals made on his account.

Finally, I note Mr H has said that his vulnerabilities and the limitations his mobility imposes on his ability to travel to other ATM's has not been considered fairly. And I can fully appreciate that Mr H is dealing with difficult circumstances. But having reviewed this aspect in detail I can't agree that Wise has treated Mr H unreasonably.

Wise states it wasn't made aware of Mr H's circumstances so it would be unfair to say it should have provided more support, given it had no awareness. And as previously highlighted, other than withdrawing the money from the ATM to loan to his friend, he also had reasonable alternative options of transferring the funds.

I'm sorry to have to disappoint Mr H, I appreciate that this is not the outcome he was hoping for. But given the evidence I have, and based on the balance of probabilities, I can't fairly ask Wise to refund him and I'm unable to reasonably reach any other conclusion.

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 H to accept or reject my decision before 9 September 2025.

Sukhdeep Judge
Ombudsman