

The complaint

Mr D complains that Wise Payment Limited (Wise) failed to protect him from falling victim to a scam. Mr D also complains that Wise has declined to issue a full refund of his losses.

What happened

The background to this complaint is well known by the parties involved so I won't repeat it in detail here. I'm going to provide an overview that covers what I think are the key events in relation to Mr D's complaint.

Mr D was approached via a messaging service about an online job opportunity to market Non-Fungible Tokens (NFTs) online. Mr D has explained the agent claimed to work for a genuine firm of recruiters. With guidance from an agent who claimed to be working for a merchant I'll refer to as F, Mr D agreed to take on the new role, completing tasks online. Mr D was persuaded to transfer funds on the basis they were going to F so he could keep completing the required job tasks. Mr D made the following payments:

Payment	Date	Beneficiary	Amount	Type	Result
P1	13/04/2025	B1	£190	International transfer	Successful
P2	13/04/2025	B2	£847	International transfer	Successful
P3	13/04/2025	B3	£790	International transfer	Successful following automated intervention
P4	13/04/2025	B4	£630	International transfer	Successful following automated intervention

Mr D has explained initial payments were sent from an account with another firm (R). But when payments from R were unsuccessful Mr D started to use his Wise account to make the international transfers required. Mr D's also told us that he was able to make a small early withdrawal.

Payments 3 and 4 were subject to automated interventions by Wise. For payment 3, Mr D said the transfer was being made for investment purposes and Wise provided automated information about associated risks. For payment 4, Mr D gave the reason "something else" and was given information by Wise, including being asked whether he was being pressured to make the payment. Mr D didn't select the transfer reason "paying to earn money by working online" which was another option Wise gave. The payments were authorised following the automated intervention by Wise and Mr D's responses.

When Mr D wasn't able to arrange a withdrawal of the funds deposited with F and commission he realised he'd been scammed and contacted Wise for help. Wise attempted to recover Mr D's funds from the different beneficiary accounts he'd made transfers to but was initially unsuccessful. On 19 June 2025 Wise was able to refund £746 out of the £847 sent for payment 2.

Mr D went on to raise a complaint and Wise issued a final response. Wise didn't agree it had acted unfairly by approving payments 1 and 2 without intervention. But Wise said potential suspicious activity was identified before payments 3 and 4 that could've prompted it to intervene with further checks about whether they were genuine. Wise accepted that additional interaction or questions about payments 3 and 4 could've provided further information to help Mr D consider whether to proceed. But Wise felt Mr D could've done more to satisfy himself the transfers he made were for a genuine reason. Wise upheld Mr D's complaint in part and agreed to refund 50% of payments 3 and 4, totalling £710.

Mr D referred his complaint to this service and it was passed to an investigator. They weren't persuaded Wise acted unfairly by approving payments 1 and 2 without intervention. The investigator thought Wise's offer to settle Mr D's complaint by refunding 50% of payments 3 and 4 was fair and didn't ask it to do anything else.

Mr D disagreed and asked for an Ombudsman's decision. He said the pattern of payments was inconsistent with his account history and that the payment purpose questions asked by Wise during the automated interventions for payments 3 and 4 were misunderstood. Mr D also said the payment pattern should've led to a human intervention from Wise and that, when responding to his complaint, it had already agreed the relevant safeguards weren't in place. Mr D explained he remained of the view that Wise should refund him for the total value of the four payments raised.

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 am very sorry Mr D has been scammed and lost a substantial sum. I can see the impact the issues Mr D has raised have had on him. But in this decision I need to consider whether Wise is responsible for Mr D's losses and how to fairly resolve his complaint. I'll add that whilst I've read and considered everything both parties have said and provided in relation to Mr D's complaint, I'm not going to comment on each and every point made. My decision will focus on what I think are the key issues of Mr D's complaint – an approach that is in line with the informal nature of this service.

Both Mr D and Wise agree that he authorised the payments in question. The starting position at law is that an Electronic Money Institution ("EMI") like Wise is expected to process payments and withdrawals a customer authorises it to make, in line with the Payment Services Regulations 2017 and the terms of their account.

Taking into account relevant law, regulations and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I think it's fair and reasonable that 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;
- 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 – (as in practice Wise sometimes does including in relation to card payments);

- 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.

Taking the above into account, I've considered whether Wise acted reasonably by approving the transfers Mr D made. I'll start by looking at payments 1 and 2. I think it's fair to say payment 1 was for a reasonably low amount at £190. Mr D's Wise account history shows he's made international transfers at similar levels in the recent past and I haven't seen anything in terms of the instruction he gave that would've indicated he was at risk of being scammed. Payment 2 was for a higher amount at £847. I can't see any other payments at that level in the Wise account history. But I'm not persuaded that a transfer of £847 was sufficiently high to have caused Wise to step in and provide an intervention before approving it. And whilst I understand Mr D feels a pattern had developed, I'm not persuaded that's the case at this stage. This was the second payment Mr D had made on 13 April 2025 from an account he'd held for some time. In my view, Wise reasonably approved payments 1 and 2 following Mr D's transfer instructions. I haven't been persuaded it would be fair to tell Wise to refund payments 1 and 2 to Mr D.

Wise has already accepted it could've done more to protect Mr D when processing payments 3 and 4. Wise says it missed potentially suspicious activity in relation to these transfers and could've provided Mr D with a greater level of information in order to highlight the risks of proceeding. I can see that Mr D had already reported payments 1 and 2 to Wise as being lost to a scam before he made payments 3 and 4. On that basis, Wise agreed to refund 50% of Mr D's losses for payments 3 and 4. The issue I now need to decide is whether that's a fair approach in the circumstances of Mr D's complaint. In doing so, I've considered what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of Mr D's complaint.

I understand Mr D's told us he was satisfied he had been contacted by a genuine recruiter. But I think it's fair to note the first contact was made via an online messaging service. I can see the business the scammer claimed to work for was a genuine firm, but a review of its website shows that to apply for a role a CV would be required. And looking at Mr D's communication with the scammers, I can see no request of that nature or reference to the recruiter's website was ever made.

Wise has made the point that it did intervene before approving payments 3 and 4. Wise's payment system provided automated interventions that included asking questions about the intended transfers. In response to our investigator, Mr D said he chose "investing" and "something else" as the reasons for payments 3 and 4 as he felt those reasons most closely matched what he was doing. But I've read Mr D's conversations with the scammers and can see he was aware that he was being asked to make payments as part of a job role working online. I'm satisfied that the option "paying to earn money by working online" very much reflected the reason Mr D was asked to complete the transfer and haven't found the options Wise provided to be misleading or unclear. I'm also satisfied that if Mr D had selected "paying to earn money by working online" Wise's payment system would've provided information about scams more relevant to his situation at the time.

I also think it's fair to say that being asked to pay money in order to perform the tasks required for a job role is an unusual arrangement. In my view, it's very unlikely a legitimate employer would work in this way. A reasonably straight forward search online would've identified the common hallmarks of a well-known scam. And Mr D had already reported payments 1 and 2 as being potentially lost to a job scam before he made payments 3 and 4.

I think that shows Mr D was aware he was potentially being scammed before making payments 3 and 4.

Further, the international transfers Mr D made were all sent to accounts in individual's personal names. In my view, that was unusual and suspicious. I can see that in his discussions with the scammers Mr D was suspicious of being asked to make international transfers to personal accounts and explained it was a red flag. Mr D went on to proceed with the transfers despite raising concerns about whether they were genuine. Again, I think an internet search would've quickly shown that being asked to make transfers of that nature was unlikely to be legitimate.

Mr D's explained he feels Wise failed to recognised customer vulnerability and that he was under pressure from the scammers to complete the transfers. I've read the communications Mr D had with the scammers and can see he was put under some pressure to persuade him to proceed. Mr D says Wise should've recognised the risk and that their interventions failed to offer meaningful support or assess the real danger. However, I think the questions asked by Wise did reflect the risk of Mr D being scammed and, as noted above, provided the option "paying to earn money by working online" which directly related to the scam he fell victim to. I'm satisfied that if Mr D had provided that answer Wise would've given targeted information to help identify the scam.

Taking the above into account, I think it's fair for Mr D to share liability for his losses for payments 3 and 4. Having considered all the available information, I've decided the award of 50% of payments 3 and 4 in recognition of Mr D's contributory negligence is fair.

Wise has sent copies of the recall attempts it made. I can see the recall attempts were initially recorded as unsuccessful so the funds weren't returned to Mr D. Wise has recently confirmed that after it issued its final response and the case was reviewed by our investigator it was able to obtain a refund of £786 from payment 2 which was originally £847. I've reviewed the other recall attempts but note the accounts the funds were sent to were all in different names in another country. And for payments 3 and 4, the scam report wasn't made by Mr D until 15 April 2025, two days after they were made which means it's more likely than not the funds had already been withdrawn. Whilst I agree there was a delay in raising recalls for payments 3 and 4, I think it's highly unlikely the funds would've remained available given the amount of time that had passed by 15 April 2025. I'm sorry to disappoint Mr D but I haven't been persuaded the way Wise handled the recalls unfairly impacted whether refunds were available.

Wise has confirmed that its settlement of £710 representing 50% of Mr D's losses for payments 3 and 4 was approved in addition to the partial refund it was later able to secure for payment 2. That means from the total loss of £2,457 Wise has returned £1,496 to Mr D. In my view, that figure is a fair way to resolve Mr D's complaint.

I'm very sorry to disappoint Mr D as I understand he's the victim of a cruel scam, but as I'm satisfied Wise has already agreed a settlement that is fair and reasonable in all the circumstances I'm not telling it to do anything else.

My final decision

My decision is that Wise Payments Limited has already agreed a settlement that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 January 2026.

Marco Manente
Ombudsman