

The complaint

Mr O complains that Wise Payments Limited ('Wise') won't reimburse the funds he lost when he fell victim to a scam.

What happened

Mr O says that in March 2025 he received a message from someone who claimed to be from a recruitment company who asked if he would like to receive details of job opportunities. Shortly afterwards, he received a message from a representative of a company I'll call S offering him a remote role as a data transporter. Mr O was told that S was an international company specialising in app development and the role involved clicks on a platform to improve the popularity of the app. Each month Mr O could earn £4,824 over three instalments, plus commission.

Mr O didn't know at the time, but he was dealing with scammers, and the role was fake.

The scammer helped Mr O to register on S' platform and to open an account with a provider of cryptocurrency. A special task meant that Mr O's account went into a negative balance, which meant that he was required to pay £1,151.84 into his cryptocurrency account on 3 April 2025. When the same thing happened again and Mr O was asked to pay a larger sum, he realised he was the victim of a scam and reported what had happened to Wise.

Wise referred to its terms and conditions and said it wasn't responsible for Mr O's loss.

Mr O was unhappy with Wise's response and brought a complaint to this service. He said that Wise didn't provide him with a warning when he made an uncharacteristic payment from his account to a provider of cryptocurrency. Mr O also said that at the time he made the payment he was vulnerable to the scam he fell victim to, as he and his siblings were responsible for paying his father's medical costs abroad.

The investigator who considered this complaint didn't recommend that it be upheld. He said the payment Mr O made wasn't so unusual that Wise ought to have intervened when it was made.

Mr O didn't agree with the investigator's findings and asked 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

In broad terms, the starting position at law is that a bank 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.

The Financial Services and Markets Act 2023 required the Payment Systems Regulator (PSR) to introduce a reimbursement requirement for payments made over the Faster Payments Scheme as a result of fraud or dishonesty. Consequently in 2024, the PSR required the Faster Payments scheme operator (PayUK) to change the Faster Payment Rules to require the firms that operate over Faster Payments to reimburse their customers sums paid as a result of APP (authorised push payment) scams in certain circumstances. These rules, which I'll call the Reimbursement Rules, came into force on 7 October 2024.

The payment Mr O made was after the Reimbursement Rules came into effect. But the rules don't apply in this case, because Mr O made a payment to an account in his own name and payments of this nature aren't covered. This means I also can't consider what the Reimbursement Rules say about reimbursing vulnerable customers.

This doesn't automatically mean that Wise cannot bear any responsibility for what happened to Mr O. Wise should have been on the lookout for, and protected its customers from, potentially falling victim to fraud or scams. This includes monitoring accounts and identifying suspicious activity that appears out of character. Where potential fraud is identified, I would expect Wise to intervene and attempt to prevent losses.

Like the investigator, I'm not persuaded that the scam transaction was so different to Mr O's usual account activity that Wise ought to have done more at the time it was made. Mr O started to make low value payments (below £50) to the relevant cryptocurrency provider from 29 March 2025. A confirmation of payee check completed when the first payment was made confirmed Mr O was paying an account in his own name. The scam payment was relatively low in value, and I note that Mr O had transferred similar amounts to an external account previously. Overall, I'm not persuaded it was so unusual and out of character that Wise ought reasonably to have taken additional steps before processing it.

There's a balance to be struck between identifying payments that could potentially be fraudulent and minimising disruption to legitimate payments. Whilst banks have obligations to act in their customers' best interests, they can't reasonably be involved in every transaction. To do so would involve significant disruption to legitimate payments.

Mr O has referred to the fact he was vulnerable at the time he made the payment. As I have said above, I can't consider Mr O's claim under the Reimbursement Rules. And whilst Wise should support vulnerable customers, I note in this case that Wise was unaware of Mr O's circumstances at the time the payment was made.

As Mr O made the payment to an account in his own name Wise couldn't do anything to recover his funds.

Overall, whilst I'm sorry Mr O has lost money in a cruel scam, I can't fairly hold Wise responsible for his loss.

My final decision

For the reasons stated, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 2 February 2026.

Jay Hadfield
Ombudsman