

The complaint

Mrs R complains that Wise Payments Limited (“Wise”) hasn’t protected her from losing money to a scam.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mrs R has explained that in December 2023 she made numerous payments from her Wise account for what she thought was a legitimate opportunity. Mrs R subsequently realised she’d been scammed and got in touch with Wise. Ultimately, Wise didn’t reimburse Mrs R’s lost funds, and Mrs R referred her complaint about Wise to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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.

Having done so, I’ve decided to not uphold Mrs R’s complaint for materially the same reasons as our Investigator.

I’m very aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I’ve focused on what I think is the heart of the matter here. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

First, let me say, I don’t doubt Mrs R has been the victim of a cruel scam here. She has my heartfelt sympathy. Ultimately, however, Mrs R has suffered her loss because of fraudsters, and this doesn’t automatically entitle her to a refund from Wise. It would only be fair for me to tell Wise to reimburse Mrs R her loss (or part of it) if I thought Wise reasonably ought to have prevented the payments (or some of them) in the first place, or Wise unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I’m satisfied Mrs R authorised the relevant payments. Wise would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mrs R is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Wise should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it’s not realistic or reasonable to expect Wise to stop and check every payment instruction. There’s a balance to be struck between identifying payments that

could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In this case, however, I'm aware that Mrs R made payments as a result of this scam not just from her Wise account, but also from accounts she held with third-party payment service providers I'll call Bank R and Bank M. All three account providers intervened in at least some of the payments Mrs R instructed from these accounts. Our Investigator went into some detail around this and there's no need for me to repeat everything here. Like our Investigator, I'm satisfied from the nature of those interventions from Wise, Bank R, and Bank M, that Mrs R was warned that she could very well be falling victim to a scam. She wasn't upfront when asked about the real reasons she was making the payments. I can also see Mrs R has said herself that the scammer(s) told her what to do, including where to open up accounts, and even what to say. I'm also persuaded from the nature of Mrs R's interactions with Wise, Bank R and Bank M that she was likely under the spell of the scam and scammers such that she was intent on making these payments and saying whatever she needed to get them made. I also think that even if Wise had intervened more robustly than it did, it's likely that Mrs R unfortunately would have sought to have made these payments in any event. Ultimately, I think Mrs R was intent on making these payments in the face of clear warnings she was at risk of being scammed, and that I can't fairly say Wise is at fault in not having prevented the loss.

I also wouldn't reasonably expect Wise to have been able to recover Mrs R's lost funds in the particular circumstances of this case. I can see that when Mrs R notified Wise she'd been scammed, it did try to recover the funds back for her. But unfortunately by then the funds were no longer recoverable which unfortunately isn't unusual when such time has passed since the initial scam payments. This means I can't say that Wise can fairly be held responsible for Mrs R's funds not having been recoverable.

I'm sorry Mrs R was scammed and lost this money. But despite my natural sympathy, I can't fairly tell Wise to reimburse her in circumstances where I'm not persuaded it was the cause of Mrs R's loss.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 18 November 2025.

Neil Bridge
Ombudsman