

The complaint

Miss A is unhappy that Wise Payments Limited will not refund the money that she lost as the result of an authorised push payment (APP) scam.

What happened

As both parties are familiar with the details of the scam, I will not repeat them in full here. In summary, Miss A fell victim to a job/task scam. She had to pay upfront to access tasks (reviewing apps) in order to earn commission. She made the following faster payments to six different international recipients.

payment	date & time	value
1	15/11/2024 12:20	£79
2	15/11/2024 unknown	£79
3	16/11/2024 16:02	£600
4	18/11/2024 15:53	£820
5	18/11/2024 15:55	£820
6	18/11/2024 16:31	£780
7	18/11/2024 16:32	£780
8	18/11/2024 16:33	£780
9	18/11/2024 16:34	£780
10	18/11/2024 16:35	£131
11	18/11/2024 17:08	£650
12	18/11/2024 17:10	£650
13	18/11/2024 17:11	£650
14	18/11/2024 17:13	£650
15	18/11/2024 17:16	£490
16	18/11/2024 17:17	£490
17	18/11/2024 17:19	£490
18	20/11/2024 16:23	£750
19	20/11/2024 16:24	£750
20	20/11/2024 16:25	£750
21	20/11/2024 16:41	£847
22	20/11/2024 16:42	£847

Miss A realised she had been scammed when she kept being told she would need to pay more if she wanted to withdraw her commissions. She reported the scam to Wise on 22 November 2024.

Miss A says Wise did not do enough to protect her money. She has lost all her savings and wants more help from Wise to get her money back.

Wise says the activity on Miss A's account was not suspicious enough to mean that further intervention was required, nor was there more it could have done to protect her account.

Our investigator upheld Miss A's complaint in part saying Wise should refund 50% of payments 9 to 22 as it should have made direct contact with Miss A at the time of payment 9. Had it done so it would likely have broken the spell of the scam. However, as Miss A could also have done more to prevent her loss she should share the liability.

Miss A accepted this assessment but Wise disagreed. It said it had shown Miss A scam warnings at the time of payments 5,6,11,12,13,14,15 and 17. Each time she had selected the payment purpose as sending money to family and friends. She said the same when it contacted her on 21 November 2024 about an incoming payment and her account activity in general. It said these interventions were proportionate in the circumstances. Miss A opted not to disclose the true purpose suggesting she would have continued to be untruthful such that any further intervention would not have made a difference.

I reached a different conclusion to the investigator, so I issued a provisional decision. An extract follows and forms part of this final decision. I asked for any comments by 18 September 2025.

Extract from my provisional decision

The starting point at law is that Miss A is responsible for any payments made from her account which are properly authorised. This position is set out in the Payment Service Regulations (2017) and confirmed in her account terms and conditions. There's no dispute on the question of authorisation here. Miss A has confirmed she made the payments, albeit as part of a scam.

Wise ought fairly and reasonably to have systems in place to monitor accounts and transactions for signs of fraud and scams. And, where there's an identifiable risk of financial harm, it might be fair and reasonable for an apparently legitimate payment instruction to be stopped and questioned.

Wise presented the first of its eight automated scam warning messages at the time of payment 5. Miss A did not select the option for the payment purpose that accurately matched what she was doing (paying to earn money by working online). Rather, she said she was 'sending money to family and friends'. This meant Wise was prevented from giving her further information on the key characteristics of job/task scams which might have alerted Miss A to the risk she was taking on.

However, I do agree with the investigator that Wise ought to have done more at the time Miss A made payment 9. This was the fourth payment of the same value within four minutes made to the third person that Miss A had sent repeat payments of the same value to in quick succession – and all within a four day period. So, by this point I think a suspicious pattern had emerged that meant further checks were needed. I note Wise says the transfers were made in line with how account holders use Wise. But they were not in line with Miss A's account history. Between January 2023 and November 2024 there were only nine transactions on her account so these scam payments were out of character.

This means I need to decide what the likely outcome would have been had Wise made further checks at the time of payment 9. In this case I do not think they could have prevented the scam. I say this based on how Miss A responded when it contacted her directly on 21 November 2024 about an incoming payment. She said in an email that she was sending money from her account to repay friends and they were all people she knew, and had met in person, so there was no risk. I think she would have said the same at the time of payment 9.

I note she had already chosen to ignore a scam warning from her main bank that she saw when she transferred her money to Wise, and again she had said the reason for the transfer was 'Friends and Family'.

Miss A has told us this was what the scammer told her to say which I accept may have been the case. As she hasn't been able to provide any of her communication with the scammer, I cannot assess the extent of the social engineering she was subject to. This means I cannot fairly conclude she had no option but to conceal the actual purpose. So it does not change my finding that she would most likely not have disclosed the real reason for the payment 9, thus preventing Wise from being able to identify the hallmarks of a job/task scam and provide a relevant warning that could have stopped the scam.

It follows I do not find Wise can be held liable for any of Miss A's losses.

I have then considered if Wise did what we would expect to try to recover Miss A's funds once she reported the scam on 22 November 2024. I think Wise could have attempted recovery of the funds sooner than it did (18 December 2024). By then no funds remained in the recipient accounts. But I don't think any swifter action on Wise's part would've likely impacted the outcome for Miss A. I think it's more likely than not that funds would have been moved on by the fraudster already by the time Miss A reported it to Wise – and the fact they were international transfers would have delayed recovery attempts.

It follows I am not instructing Wise to refund any money to Miss A. I'm sorry Miss A lost a considerable amount of money which was very distressing for her. I can understand why she would like to be compensated for her losses. And I do accept Miss A has fallen victim to a cruel scam. But I can only consider whether Wise, which had no involvement in the scam itself, should be held responsible for what happened. For the reasons set out above I do not find Wise can be held liable in the circumstances of this case.

Miss A responded saying, in summary, she still felt Wise had not done enough to prevent this scam from succeeding. A lot more could have been done to stop her making these payments. Other banks call or freeze the account when they see suspicious activity. This has caused a big financial loss for her, she has had to postpone a lot of things she needed to get done this year with that money.

Wise did not respond to my provisional 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.

I have also taken into account the relevant law, regulator's rules and guidance, codes of practice and what was good industry practice at the time.

I'm sorry that Miss A was the victim of a cruel scam. I don't underestimate the significant impact – emotionally and financially – it had on her. I have considered the comments she made in response to my provisional decision but they do not change my conclusion. I'll explain why.

Miss A argues Wise should have done more. I made this finding. I said it ought to have intervened at the time of payment 9. But, as I set out, I do not think that would have prevented the scam based on how Miss A responded when it contacted her directly on 21 November 2024 about an incoming payment. She said in an email that she was sending money from her account to repay friends and they were all people she knew, and had met in

person, so there was no risk. I think she would have said the same at the time of payment 9. I note she had already chosen to ignore a scam warning from her main bank that she saw when she transferred her money to Wise, and again she had said the reason for the transfer was 'Friends and Family'.

This means Wise would not have been able to identify the hallmarks of a job/task scam and warn Miss A accordingly.

It follows my decision remains that I cannot hold Wise liable for Miss A's losses. Whilst I agree with Miss A that it should have done more, I remain satisfied her most likely to an intervention would have prevented it from being able to identify the scam and warn her accordingly.

My final decision

I am not upholding Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 16 October 2025.

Rebecca Connelley
Ombudsman