

The complaint

Miss V is unhappy that SendWave Ltd, trading as SendWave, will not refund the money 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 here in full. In summary, Miss V fell victim to a job/task scam. She was contacted on a professional networking platform and offered the opportunity to improve the sales of certain products using social media. She was added to a messaging group with other supposed workers and invited to join a platform that looked like a legitimate product reviewing service. She was told to make international payments to three different accounts in order to access her tasks and earn commission. She did this using two different providers, this complaint considers the five payments set out below that she made using SendWave.

payment	date & time	value
1	27/05/2025 14:03	£236
2	27/05/2025 14:47	£547
3	27/05/2025 15:02	£874
4	28/05/2025 08:12	£1,400
5	28/05/2025 08:23	£563

Miss V completed a number of tasks but when she attempted to withdraw her earnings she was unable to and she realised she had been scammed. After she reported the scam to SendWave it was able to recover and refund payment 1 so the loss she is claiming for is £3,384.

Miss V says SendWave did not act in the best way to protect her money, or to help her get it back.

SendWave says it tried repeatedly to recover Miss V's money and succeeded with payment 1, but in all other cases the funds she sent had been withdrawn by the recipients. Also, its terms and conditions state that a user must only send money to a person they know and trust. This was not the case here.

Our investigator did not uphold Miss V's complaint. She did not think SendWave ought to have done anything differently when it sent the money. And she said that although its customer service could've been better after Miss V reported the scam, she did not find it was at fault for not recovering all of the funds. Four out of five of the disputed payments had already been debited from the receiving accounts. Also, as these payments were international transfers, it is much harder – and less likely – to recover funds.

Miss V was not satisfied with this assessment and asked for an ombudsman's review. She said the fact the first three transactions were made on the same day should have been a red flag. And it is unacceptable that SendWave could not give her details of their local payment partner.

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 relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

I'm sorry to disappoint Miss V but I'm not upholding her complaint. I know she's been the victim of a cruel job/task scam but I don't think SendWave has acted unfairly or unreasonably. I'll explain why.

In broad terms, the starting position at law is that a money transfer/payment service provider (in this case, SendWave) is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account.

Here, Miss V authorised the payments in dispute and that's accepted by all parties. And under the Payment Service Regulations 2017 (which are the relevant regulations in place here) that means Miss V is responsible for the payments. That remains the case even though Miss V was the unfortunate victim of a scam. But it does not end there.

There are times however when we would expect a payment service provider to question a transaction, even though it may have been properly authorised. Broadly speaking, firms (like SendWave) have certain obligations to protect customers from various risks, including fraud and scams.

So in this case, I first need to decide whether SendWave acted fairly and reasonably in its dealings with Miss V when she made the payments, or whether it should have done more than it did.

I've thought about this carefully. And in doing so, it is important to take into consideration why customers use payment service providers such as SendWave. The primary purpose is to send payments, often in a particular currency, internationally. Payments are typically for friends or family members and payments can range from one-off low amounts or regular amounts through to one-off larger amounts.

So when Miss V used SendWave to make these international payments, I don't think there was anything unusual or remarkable about them that ought to have alerted SendWave to the possibility Miss V might be at risk of financial harm. It follows I wouldn't expect it to have intervened in any way before following Miss V's payment instructions.

Miss V says multiple payments on one day should have been a red flag, but it is important to remember that payment service providers such as SendWave aren't like banks where there is an ongoing relationship between the parties that allows regular monitoring of accounts in order to detect and possibly prevent financial harm. This can make it inherently more difficult for a business such as SendWave to identify that a customer is at risk of financial harm where there isn't a lot of historic usage, or a pattern of typical account activity.

Here, from the evidence I have seen it seems there wasn't a historic relationship between the parties. SendWave didn't have a history of payments, or account usage, to refer to in determining whether the payments could be classed as unusual or out of character. The only history it had was the payments Miss V made as a result of the scam. And none of the payments in question that Miss V made were of such a value that they would have appeared

remarkable to SendWave. I appreciate Miss V made three payments initially on 27 May 2025, but the payments weren't remarkable amounts overall and weren't made in rapid succession. Whilst it was unusual for Miss V to send money to the country in question, it is somewhere SendWave makes many transfers to so it would not have been concerning. I can't see there was anything that should have suggested Miss V was at risk given SendWave's core purpose is to allow people to send money internationally, quickly and easily.

Overall, while I appreciate Miss V has been the unfortunate victim of a cruel scam, I cannot fairly hold SendWave liable for her loss.

I have then considered if SendWave did what we would expect to recover Miss V's money once she notified it of the scam. It reached out to all the providers of all the recipient accounts and successfully recovered payment 1 which it then refunded to Miss V. It has told us the other providers confirmed the funds were no longer in the other accounts for payments 2 to 5. It cannot provide the precise date and time for the withdrawals, despite requesting these from its local payout partner. I understand this is frustrating for Miss V and that she was unhappy with SendWave's communication at time, but the recovery process is always more complicated for international payments - the same industry standards do not exist as for domestic payments. There can be difficulties gathering evidence from international banks, local laws will apply and international providers are not bound by UK rules and regulations. On balance, I cannot see the outcome would have been any different had Miss V been given the details of the local payout partner as she requested. I say this as it is most likely no funds would have remained when she made contact, if indeed she was able to successfully.

It follows I am not instructing SendWave to refund any money to Miss V. I'm sorry Miss V has lost a considerable amount of money and I can understand why she would like to be compensated for her loss. I do accept Miss V has fallen victim to a sophisticated scam. But I can only consider whether SendWave, 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 SendWave can be held liable in the circumstances of this case.

My final decision

I am not upholding Miss V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 6 February 2026.

Rebecca Connelley
Ombudsman