

### The complaint

Mr P complains that Wise Payments Limited won't refund the money he says he lost as the result of a scam.

### What happened

Both parties are aware of the circumstances of the complaint, so I won't repeat them all here. But briefly, Mr P holds a personal account with Wise. On 26 March 2024, Mr P says he received a call from someone he believed to be from his business's bank, which I'll call 'M'. The caller said they'd identified fraud on Mr P business's account and that authentication changes were required. Shortly after, Mr P says he received messages saying additional contact numbers had been added to his business's account.

On 28 March 2024, one of Mr P's companies received a large credit from a loan into its account with M. Mr P then made a series of transfers moving the balance of the credit from M to his personal account with Wise.

On 3 April 2024, Mr P says he received a further call from M whilst he was abroad. The caller said they were calling from M using the Financial Ombudsman Service's number. Mr P says he checked the number was correct and reassured he asked them to call him back on WhatsApp. Mr P said he received a call via WhatsApp and checked the number was correct for M. The caller said that there had been fraud on Mr P's business account as someone had attempted to take out a loan in the business's name. The caller said Wise had also contacted M to say that Mr P's personal account was at risk.

The caller said that Mr P should return the funds that he'd recently moved to his personal account with Wise, so that these could be protected as funds held with Wise weren't covered by the Financial Service Compensation Scheme (FSCS). Mr P says he was told by the caller that the funds moved back to M would then be moved to the new safe account. Mr P says he then received a text from a number he'd previously received messages from Wise from, so he was reassured. The caller said that Wise would be calling Mr P shortly after their call had ended to assist him.

Shortly after, Mr P received a call from who he believed was Wise. He was again told that he should transfer the funds from his account to M for protection. Mr P says that he then made the following payments totalling £430,000 from his account with Wise to M:

Date	Amount
03/04/2024	£50,000
03/04/2024	£50,000
03/04/2024	£49,000
03/04/2024	£49,000
03/04/2024	£20,000
03/04/2024	£20,000
03/04/2024	£40,000

03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£40,000
03/04/2024	£20,000
	£618,000

Mr P says that the following day, he looked at his account with M and realised the funds had been removed so he asked Wise to request return of the transferred payments. However, Wise said it couldn't reverse completed payments and as the money had already been transferred to the account with M. It said it would request return of the funds, but it couldn't guarantee it could get the funds back. Wise suggested Mr P contact M, the Police and local authority. Mr P didn't think Wise had behaved responsibly as it hadn't prevented the payments being sent, so he asked our service to look into his complaint.

Our investigator didn't recommend the complaint be upheld. The investigator said that Mr P had authorised the payments to his business account, and it was reasonable for Wise to action Mr P's request. He said that Wise wouldn't have had any reason to query the payments Mr P was making to his account, as the was in line with his previous account activity and the payment amounts weren't unusual. He also noted that Mr P regularly made payments to his business account so he didn't think Wise should have identified there was anything out of the ordinary with these payments.

Mr P didn't agree and asked for an ombudsman to review his complaint. He said that Wise hadn't done enough to keep his account safe and it should have checked with him that he was making the payments as he could have been hacked.

### **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.

The regulations relevant to this case are the Payment Services Regulations (the PSRs). These explain that, generally speaking, account holders will be liable for payments they've authorised, and banks will be liable for unauthorised payments. I've taken this into account when considering what's fair and reasonable in the circumstances of this complaint.

Here it's not in dispute that the payments were authorised, so the starting position is that Wise bank isn't liable for the transactions. But this isn't the end of the story. Wise has a duty to exercise reasonable skill and care, pay due regard to the interest of its customers and to follow good industry practice to keep customer's accounts safe. This includes looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I think Wise should fairly and reasonably have had systems in place to look out for out of character or unusual transactions, or other signs that might indicate that its customers were at risk of fraud. So, I need to decide whether Wise acted fairly and reasonably in its dealings with Mr P here, and if I think it should have done more before allowing the payments to leave Mr P's account. Based on what I've seen, I

don't think these payments would have aroused any suspicion of fraud.

I say that because although there were sixteen payments totalling £618,000 transferred by Mr P, I've reviewed his previous account activity, and I'm not satisfied the payments were so unusual or out of character that Wise should have identified a potential scam risk. Mr P was transferring the payments to himself, as he had done on numerous occasions before. Wise had also checked the account details for Mr P were correct in December 2023 and had received a positive 'confirmation of payee' response. Furthermore, Mr P had made previous large payments from the account (including several for more than £1 million pounds) and often made and received numerous transactions of a similar amount within the same day. Mr P's account is also very active with various payments between his personal account with Wise and his business accounts with various third parties.

I recognise that Mr P says Wise should have contacted him about the payments. However, Wise has to strike a balance between identifying payments that could be fraudulent and responding appropriately based on its concerns, whilst also ensuring there is minimal disruption to any legitimate payments. In this case, based on the evidence available, I'm not satisfied that Wise should've been so concerned about the payments with values between £20,000 and £50,000 that it ought to reasonably have intervened to prevent the payments being sent.

I also recognise that Mr P says that Wise should have done more to get the funds back. However, the terms of Mr P's account with Wise say "*any use of our services from your profile or Wise account is deemed to be approved by you*" and "*Pay-outs, currency conversion and Card or other transactions executed by us are final and irrevocable once you request them.*" Usually in cases like this, I'd expect the payment service provider who sent the funds to contact the receiving provider. However, in this case the receiving account belonged to Mr P's business, and he'd already told Wise that the funds had been removed by a third-party and nothing remained. Therefore, I can't fairly say that Wise made an error by not trying to recover the transferred funds.

I'm sorry to disappoint Mr P as I recognise he feels strongly about this complaint, and believes that Wise should have done more to prevent the payments being made. However, I don't think that Wise made an error in processing the payments requested by him to his business account, so I won't be asking it to do anything more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 December 2025.

Jenny Lomax  
**Ombudsman**