

## **The complaint**

Ms S complains about the actions of Wise Payments Limited when she lost money to a scam.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In January 2025 Ms S received a call from a third-party (scammer) pretending to be calling from the Financial Conduct Authority (FCA). After discussing transactions across her accounts, a further call was made to Ms S from another scammer pretending to be from one of Ms S's banks – I'll refer to here as H. Over the course of the day Ms S received about eleven calls where she was asked to make payments to her Wise account from H before sending the money to another account that wasn't in her name on the scammers request with an Electronic Money Institute (EMI) - I'll refer to here as R.

In total Ms S made around £37,700 across thirteen payments from H to her Wise account. From there she sent £29,618.78 from Wise to the scammers account with R. The reason for the difference in the amounts transferred is because Ms S eventually realised something was wrong and stopped making any more payments.

So, she made a claim to Wise and H. H didn't offer her a refund of her loss, but Wise said it should've intervened on the fifth payment and if it had done so the scam would've likely been uncovered. It offered Ms S £7,853.13 splitting liability with H and Ms S at 33%.

Ms S wasn't happy with that offer, so she brought her complaint to the Financial Ombudsman Service.

Our Investigator felt Wise had made a reasonable offer here and that it should've intervened on payment five which would've likely uncovered the scam. So, she didn't think Wise needed to do anything more here.

Ms S disagreed and asked for an Ombudsman's review. She disagreed that she should share liability here because this was a sophisticated scam and it wasn't fair to hold her responsible for her loss.

## **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 reached the same conclusion as our Investigator and for largely the same reasons – that Wise has made a fair offer to resolve the complaint. I'll explain why.

But first, I would like to say that if there's a submission I've not addressed, it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Wise was responsible for Ms S's loss.

It is common ground that Ms S authorised the scam payments. I accept that these were authorised payments even though Ms S was the victim of a scam. So, although it wasn't her intention to pay money to the scammers, under the Payment Services Regulations 2017 (PSRs) and the terms of her account, Ms S is presumed liable for the loss in the first instance.

However, taking into account the law, regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Wise to take additional steps or make additional checks before processing a payment in order to help protect customers from the possibility of financial harm from fraud.

Wise's first obligation is to follow the instructions that Ms S provides. But if those instructions are sufficiently unusual or uncharacteristic for the account, I'd expect Wise to intervene and to ask their customer more about the intended transaction before processing it. I'd also expect Wise to provide suitable warnings about common scams to help their customers make an informed decision as to whether to continue with the payment. There might also be cases where it's appropriate for Wise to refuse to follow the instruction if there are good grounds to believe it is being made as a result of a fraud or scam.

Like our Investigator, I'm satisfied Wise should've been concerned about the payments Ms S was making to the scam, and I think that by payment five Wise should've provided an intervention. By that point, including payment five, Ms S was attempting to send £7,626.87 across five payments over a very short period of time (around 14 minutes). There had also been an extremely large amount of payments into the account from H. So, I think Wise has reasonably said that payment five should've triggered a response where it stopped the payment and asked some questions about why Ms S was making it. And at that point, it's more likely than not the scam would've been uncovered. Neither party disputes that point so, I'm not going to explain why I think the scam would've been uncovered at payment five here.

Ms S disagrees that she should bear some responsibility for her losses. I've considered this carefully and her points that by asking her to share some of the blame that this amounts to her being punished and victim shamed. To be clear, that's not what I'm trying to do here. When assessing complaints such as this it's for me to decide if Ms S acted reasonably in all the circumstances. I note that Ms S was on the phone to the scammers at the time. But she also had concerns about what she was being told – such as making the payments from Wise to R in Euros. But I think she could've reasonably acted on those suspicions here. The scammers did put her under pressure and caused a sense of panic, but they also told her the Wise account was safe.

So, I think Ms S should've questioned the decision to send money to an account at R that wasn't in her name. I note she asked the scammers for an e-mail to show that her account with Wise was safe, but this never arrived. Wise also blocked payments to R and asked Ms S if it was her making them. It blocked the card as well, but this was unblocked at the scammers request and the payments limits changed in the app. So, although I do understand the pressure Ms S was under and that another Bank provider offered a refund without any reduction, I think overall there were some red flags that were being ignored that could've been acted upon sooner here and reduced her losses.

*Recovery*

The payments here were made by debit card but Wise didn't treat Ms S unreasonably by not pursuing a chargeback here as Ms S received the service she paid for on her debit card which was the transfer of the funds. The chargeback rules here don't cover scams and Ms S doesn't have an issue with R – it's with the scammers. So, I don't think Wise treated Ms S unfairly here.

Because I think liability should be shared between Ms S 50% and with Wise and H at 25%, this means that Wise is responsible for 50% of £4,174.30 (the payments Ms S made from Wise before H could've stopped the scam) and 25% of £19,271.98 the remaining loss Wise could've reasonably prevented which is a total of £6,905.15. Wise has always refunded £7,853.13 which is more than what this service would've expected of it.

So, I'm not going to ask Wise to do anything further here.

### **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 Ms S to accept or reject my decision before 15 April 2026.

Mark Dobson  
**Ombudsman**