

## **The complaint**

Mr A complains that Wise Payments Limited won't reimburse him after he made payments to purchase a gaming account, that he now considers was a scam.

## **What happened**

Mr A has explained that he was speaking to an individual, who I'll refer to as Mr B, on an instant messaging app, about an online game. I've seen some screenshots of conversations between Mr A and Mr B, but unfortunately, these only cover some parts of the conversations that took place (and were largely provided by Mr B). However, I understand that in around February 2025, Mr A made some payments to Mr B to purchase his game account via Wise, as well as through other accounts he held. Payments via Wise were made between 2 and 28 February 2025 and totalled £2,853.24.

It seems accepted that, following payment for the gaming account, Mr A took ownership of it, and it seems he continued speaking with Mr B about tactics in the game. In the meantime, Mr A made a number of in-app purchases towards the game via another banking account to strengthen his gaming account.

In July 2025, Mr A logged onto his gaming account and saw he had lost all gaming progress and was at 'level one'. He's explained that Mr B had threatened to take his account back in the days prior, and suggested any dispute would be found in his favour, as he has initial receipts for the account. Mr A complained to the gaming platform, but it was unable to help him. It said it does not 'support account trading, sales, or leasing' and had 'returned the account back to the owner'.

Believing he'd fallen victim to a scam, Mr A contacted Wise to raise a claim. Wise considered Mr A's claim but didn't uphold it, as it considered the matter was a dispute instead between Mr A and Mr B.

Mr A remained unhappy and referred his complaint to our service. An Investigator considered the complaint but didn't uphold it. He said the available evidence didn't demonstrate that Mr A's claim met the definition of an Authorised Push Payment (APP) scam, but instead considered this was a dispute between Mr A and Mr B.

Mr A disagreed with the Investigator's view and added that he is a vulnerable person.

Mr A's complaint has therefore been referred to me for a final 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'm sorry to hear of the situation Mr A has found himself in. He's clearly paid a significant amount of money for a gaming account that he no longer has access to. But my role is to

determine whether Wise is liable for any of these losses as a result of any reimbursement schemes or wrongdoing.

It's not in dispute that Mr A authorised these payments to Mr B. And the starting position in law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for a firm to reimburse its customer even though they authorised the payment.

From 7 October 2024, Payment Services Providers in the UK are bound by the Faster Payments Scheme (FPS) reimbursement rules. Under these rules, most victims of APP scams should be reimbursed. However, these rules only apply to payments made between UK accounts, and in this case, Mr A made a payment to an account held internationally. The reimbursement rules therefore don't apply to his complaint.

In any event, in order to determine that Wise is responsible for Mr A's losses and for it to refund him, I'd first need to be satisfied, based on the available evidence, that the losses Mr A has incurred were as a result of a scam. I'd therefore need to determine that Mr B's reason for procuring the payments was fraudulent. This would mean being persuaded that Mr B had criminal intent at the time he received Mr A's payments to defraud him. This is, understandably, a high bar to meet. And while I don't dispute that it's a *possibility* that this is what happened here, based on everything I've seen, I don't think there is currently enough evidence to support this claim. I've explained why in more detail below.

Unfortunately, Mr A has been able to provide limited evidence of correspondence between himself and Mr B – I therefore have no understanding of what agreement there was between them about the sale of the gaming account. However, it's clear that Mr A was, at least periodically, provided with access to it. Mr A has stated that he believes Mr B allowed him access to the account, knowing he would make additional payments to it, thereby strengthening the account, before claiming it back, and believes this is demonstrated by Mr B never providing him with the original account receipt.

I've considered information provided about the beneficiary account that received Mr A's funds more holistically. While the account provider has provided our service with information – it has done so in confidence. It has provided that which is necessary for the determination of this complaint to allow us to discharge our investigatory functions. Due to data protection laws, our service can't share any information about the beneficiaries, the receiving bank accounts or any investigation and action subsequently taken. However I would like to assure Mr A that I have thoroughly reviewed and considered all the information provided before reaching my decision.

Having done so, I don't think the account use supports an allegation that Mr B set out with intent to defraud Mr A, based on the use of the account and lack of other claims raised against it. I've also considered the evidence provided by Mr B in defending the claim. I can see that Mr B has provided what he claims are screenshots between him and Mr A. While again, these are incomplete, they suggest instead that from around June 2025, there were discussions around Mr A selling his account to another user, but that subsequent disputes arose between parties involved, which Mr B considered to be the result of mistakes made by Mr A.

It's therefore not entirely clear whether Mr A's account was taken from him as a result of a complaint made by Mr B, or another party, but in any event, I don't think Mr A has demonstrated that Mr B had intended to reclaim the account from the outset, and had no intention of ever allowing Mr A to keep it. I think there are other, equally plausible

explanations, such as a dispute between Mr A and Mr B - causing Mr B to change his mind about the sale (or Mr A's right to the account) and remove Mr A's access to it.

All things considered, while I'm very sorry to disappoint Mr A, I simply can't conclude that it's more likely than not that Mr B set out with criminal intent to defraud him. I don't think the available evidence supports such a finding. It therefore follows that I find no reason for Wise to have prevented these payments, in spite of any vulnerabilities Mr A had at the time, or that it ought to have attempted to recover Mr A's funds once made aware of his claim.

### **My final decision**

My final decision is that I don't uphold Mr A's complaint against Wise Payments Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 April 2026.

Kirsty Upton  
**Ombudsman**