

The complaint

Mrs S complains that Wise Payments Limited (Wise) won't refund money she lost when she was a victim of a job scam.

Mrs S is represented in this matter, but for ease of reading I have referred to Mrs S throughout this decision.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here. Instead, I'll summarise the key points and focus on explaining the reasons for my provisional decision.

Mrs S saw an advert on social media for a flexible, remote working job. Mrs S responded to the advert and was contacted by a person we now know to be a scammer. The scammer introduced themselves as a recruiter offering a remote working opportunity and asked Mrs S if she would be interested. Mrs S said she was interested and the scammer then contacted her on an instant messenger app with further details about the job.

The scammer told Mrs S the job opportunity involved helping hotels enhance their on-line ratings to boost the number of travellers staying in their hotels. And she could earn a commission, paid in cryptocurrency for completing 'tasks'. Mrs S was provided with a link to the scammer's platform which included registration instructions. The scammer convinced Mrs S that to receive 'tasks', she would need to first buy the tasks and her money would be returned once the tasks were completed, along with the commission earned. As Mrs S believed the job opportunity was genuine, she made the following payments to various third parties:

	date	time	type of transaction	Amount
1	2 July 2023	13.02	faster payment – payee 1	£20
2	2 July 2023	13.34	faster payment – payee 1	£39
3	20 July 2023	20.39	faster payment – payee 2	£61
4	21 July 2023	19.54	faster payment – payee 3	£100
5	22 July 2023	12.34	faster payment – payee 4	£340
6	22 July 2023	13.07	faster payment – payee 5	£530
7	22 July 2023	14.43	faster payment – payee 6	£1,205
8	22 July 2023	16.30	faster payment – payee 7	£1,000

9	22 July 2023	16.46	faster payment – payee 7	£880
10	22 July 2023	17.51	faster payment – payee 8	£600
11	23 July 2023	12.30	faster payment – payee 9	£627
12	24 July 2023	14.57	faster payment – payee 10	£1,000
13	25 July 2023	15.10	faster payment – payee 11	£1,000
14	26 July 2023	15.20	faster payment – payee 12	£1,000
15	27 July 2023	15.34	faster payment – payee 13	£1,000
Total				£9,402

Two investigators considered Mrs S’s complaint. They said they didn’t think it should be upheld. They explained that although they recognised Mrs S made the payments as the result of a scam, based on the information provided, they didn’t feel Wise should reasonably have been expected to prevent the scam.

They noted Wise intervened at the time of the transactions, and asked Mrs S to select the purpose of the payments from a list of options. Mrs S didn’t provide an accurate answer as she selected ‘*sending money to friends and family*’, in all but the first two payments and, as a result, Wise couldn’t provide tailored warnings relevant to job scams. The investigators said, as Mrs S didn’t answer the questions correctly, Wise didn’t have the opportunity to provide tailored warnings for the true purpose of the payments. So, the investigators didn’t feel Wise did anything wrong by not stopping the payments.

Mrs S asked for an Ombudsman to make a final decision, so the complaint was passed to me to determine. Mrs S said she felt Wise should have realised that she had incorrectly said the payments were to ‘*friends and family*’ as some of the payments included a reference for a cryptocurrency exchange (OKX). She said Wise should have ‘*provided a human intervention*’ and ‘*...had this discrepancy been questioned over the phone then this scam may have been uncovered when [Mrs S] would have either been unable to explain the situation or would have described the scam that occurred*’.

I issued my provisional decision on this complaint on 24 October 2025. In my provisional decision I set out that I thought Mrs S’s complaint should be upheld in part. I explained my provisional decision as follows:

It is not in dispute that Mrs S has fallen victim to a cruel scam. What is in dispute is whether Wise should refund the money Mrs S lost due to the scam.

Payment Service Providers (PSPs) have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against any financial crime from taking place. The question here is whether Wise ought to have identified Mrs S was at risk of financial harm from fraud and intervened when Mrs S was making the payments. And if it had intervened, would it have been able to prevent the loss Mrs S suffered as a result.

Wise has said, based on the limited activity on Mrs S’s account prior to the scam, it didn’t have any knowledge of Mrs S’s usual financial habits. As a result, it couldn’t have known that

Mrs S's actions were out of character for her. Wise has also mentioned it is quite common for users of a Wise account to make multiple transfers to new recipients, as Mrs S did here, so this wouldn't be considered an unusual activity.

The information Wise has provided shows that all the payments were flagged, and Mrs S was asked to confirm if she wanted to go ahead with the transfer. It said:

Protect yourself from scams

This could be a scam. Tell us what this transfer is for, and we can give you advice. What's this transfer for?

Mrs S was then presented with various options via a drop-down menu, the options included:

paying to earn money by working online;

paying for goods and services;

paying friends and family.

Mrs S selected 'paying to earn money by working online' for the first two transactions of £20 and £39 on 2 July 2025. However, Mrs S did not receive a tailored risk warning relating to the payment purpose she had selected. Instead, Mrs S was then shown a screen that said:

Scams can happen to anyone

New types of scams happen all the time. And it's hard to get your money back once you send it.

So while your answers don't suggest this is a common scam, talk to someone you trust first. A second opinion can help you send safely.

For all the subsequent transactions, made at least 18 days after the first two payments, Mrs S selected 'paying friends and family' and confirmed she wanted to continue with the transfer having been shown a tailored warning appropriate to the payment purpose she had selected. As Mrs S selected the incorrect reason for these transfers, Wise couldn't provide her with tailored warnings in relation to the true purpose of her payments.

However, as Wise did not provide a tailored warning for the first two payments – when Mrs S had selected the true purpose of the payments – I cannot safely find that Wise would have provided an appropriate risk warning, even if Mrs S had selected 'paying to earn money by working online', as the purpose of the later payments.

As Wise offered the payment option of 'paying to earn money by working online' I think it ought reasonably to have provided a tailored warning specific to this type of scam. I think the generic warning it gave may have given Mrs S a false sense of security as it said '... your answers don't suggest this is a common scam'. I appreciate that it went on to say '...talk to someone you trust first. A second opinion can help you send safely'. But as it had indicated 'paying to earn money by working online' didn't suggest a common scam I think this reduced the impact of its advice to talk to someone before making the payment.

I am mindful that Mrs S says the warnings Wise provided were ineffective as she'd been convinced by the scammer she was engaging in a legitimate transaction, and Wise should have spoken to her about the payments she was making.

I've thought about whether Wise should have taken additional steps beyond the steps it took, prior to processing the payments. Overall, given the size of the payments and that they were made to Wise accounts held by different individuals, I don't think Wise ought to have manually intervened and spoken to Mrs S about the payments.

I think however, that when Mrs S told Wise the first two payments were to 'earn money by working online', a known scam at the time, Wise ought to have provided an appropriately tailored risk warning.

I have carefully considered whether Mrs S would have acted differently if she had received an appropriately tailored warning when she made the first two payments. I am mindful that Mrs S says she had been convinced by the scammer that she was engaging in a genuine employment opportunity, so did not suspect she was being scammed until later in the scam. In light of this, I can't safely find that Mrs S would definitely not have proceeded with the payments if she had received a tailored warning about job scams.

Having very carefully considered this matter, I think Mrs S should bear some responsibility for her losses. In reaching this view, I've taken into account what the law says about contributory negligence while keeping in mind that I must decide this case based on what I consider to be fair and reasonable in all the circumstances.

Having done so, I'm satisfied that it is fair and reasonable for Mrs S to bear some responsibility for her losses here, despite the apparent shortcomings of the scam warnings Wise provided.

I say this as I am mindful of the fact that Mrs S was advised to '...talk to someone you trust first. A second opinion can help you send safely' before going ahead. It appears she didn't do so. I think Mrs S should not have disregarded Wise's recommendation.

To be clear, I don't wish to blame Mrs S for being the victim of a scam. But in assessing whether Wise acted fairly, I must also consider whether Mrs S took less care to protect herself than I would reasonably expect. I can see how Mrs S was taken in by the scammer. The scammer posed as a recruiter and offered Mrs S what she felt was a legitimate job opportunity with a credible-looking fake platform where she could see her 'tasks' and earnings.

On the other hand, I think there were times where Mrs S didn't act as I'd reasonably expect. Namely, while I recognise how Mrs S was enticed by this scam, I think there were some dubious and suspicious signs that I think she ought reasonably to have acted on. In particular, it is highly unlikely that a legitimate employer would require employees to pay for 'tasks'. Likewise, it seems highly unusual that an employer would require payments for any such 'tasks' to be sent to different individuals, rather than a named business account.

In view of this I think it is fair for Wise to refund 50% from the first payment on 2 July 2023 to take account of Mrs S's contributory negligence.

I am mindful that in her response to our investigators' views Mrs S said she felt the 'OKX' reference in some of the payments she made should have been identified by Wise as an issue, as job scams involving cryptocurrency were a known fraud risk at the time of the payments. Having carefully considered this point I don't think Wise was at fault for not reviewing the payment reference when Mrs S had already confirmed (in relation to these payments) that she was making the payment to 'friends and family'.

Recovery

I don't think Wise could've done anything more to try and recover the money Mrs S lost to the scam. This is because no funds remained in the beneficiary accounts at the point Mrs S reported the scam.

Mrs S accepted my provisional decision. Wise did not accept it. It said, in summary, that it agreed it had failed to provide a tailored warning when Mrs S told it that the purpose of the first two payments was to 'earn money by working online'. But it said it didn't accept that Mrs S should receive redress from the first payment, as it noted I had acknowledged that Mrs S may not have heeded a tailored warning at that stage.

Wise said, '*...If the customer wouldn't have been receptive to any tailored warnings, then why is Wise at fault for not showing one?*'

It said it felt that if Mrs S's complaint was upheld, any redress should be payable from the tenth transfer and it felt that any redress should still allow a 50% deduction for contributory negligence.

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 carefully considered the points Wise has made, but I am not minded to depart from my earlier conclusions. I'll explain why.

In my provisional decision, I said:

I can't safely find that Mrs S would definitely not have proceeded with the payments if she had received a tailored warning about job scams.

I explained that I had reached this view because I couldn't safely find that if Mrs S had received a tailored warning specific to job scams she would definitely have acted on it – but likewise I cannot safely find that Mrs S would have disregarded it. To reflect this uncertainty, and Mrs S's contributory negligence, I explained I felt it was fair for Wise to refund 50% from the first payment on 2 July 2023.

As I set out in my provisional decision, I think the failure to provide a tailored warning and instead to say '*... your answers don't suggest this is a common scam*' may have given Mrs S a false sense of security about whether the payments she was making were legitimate. But, as I also acknowledged in my provisional decision, I am also mindful that Mrs S believed she was engaging in a genuine employment opportunity, so did not suspect she was being scammed until later in the scam.

Having reconsidered this matter, I remain of the view that Mrs S should bear some responsibility for her losses. But, as there was a failure on Wise's part to provide an appropriately tailored warning – about a common scam at that time - when Mrs S made the first and second payments, I don't agree with Wise's position that it should only pay redress from the tenth payment Mrs S made.

Putting things right

In order to put matters right, I think Wise should pay Mrs S:

- 50% of the money she lost from the first payment on 2 July 2023 of £20;

- 8% simple interest per annum on those sums calculated to run from the date the payments left Mrs S's account until the date the settlement is paid.

My final decision

For the reasons I have set out above, I think this complaint against Wise Payments Limited should be upheld in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 January 2026.

Suzannah Stuart
Ombudsman