

## THE COMPLAINT

Ms L complains that Wise Payments Limited (trading as Wise) will not reimburse her money she says she lost when she fell victim to fraud.

## WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

On 4 and 5 October 2024, several card payments were made from Ms L's Wise account to Remitly and Crypto.com, amounting to approximately £6,600 in total ("the Transactions").

Ms L disputed the above with Wise. When Wise refused to reimburse Ms L, she raised a complaint. One of our investigators considered the complaint and did not uphold it.

As Ms L did not accept the investigator's findings, this matter has been passed to me to make a decision.

## WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

### **Issue(s)**

Under the Payment Services Regulations 2017, two conditions must be met for a payment to be authorised: authentication and consent. Based on the technical evidence provided by Wise, I am satisfied the Transactions were authenticated. I address consent below.

Ms L disputes that she authorised the Transactions. In other words, she says she did not consent to the money leaving her account. Therefore, the issue I must decide, on the balance of probabilities, is whether a third-party made the Transactions without Ms L's consent.

If I find that Ms L did not consent, she may be entitled to a refund. If I find that she did consent – either because she made the payments herself or because she provided authority to someone else to make them – Ms L will be liable for the Transactions.

## **Key findings**

I am not satisfied, on the balance of probabilities, that the Transactions were made by a third-party without Ms L's consent. I provide my reasons below.

Wise's evidence shows the Transactions were approved via 3DS using the Wise app on a mobile device registered to Ms L. Ms L says she lost this device some weeks prior to the Transactions and experienced technical issues after recovering it. However, there is no compelling evidence that the device was compromised. For example, there is no indication of remote access software being used. Further, biometric authentication would still have been required to make the Transactions. Ms L says she never got round to setting up Face ID on the device concerned, but the technical evidence shows it had been set up and used before the Transactions. In a call with another bank, Ms L confirmed using Face ID to access her device. I find that this significant inconsistency undermines Ms L's credibility.

Wise says the IP address used for the Transactions had also been used previously for genuine payments, and I have seen evidence confirming this.

Ms L's Wise account received several credits during the time of the Transactions with increasing amounts. Wise suggests that this pattern does not indicate that the Transactions were unauthorised, as it is unlikely that fraudsters would add small amounts to the account over two days as this would risk detection. Ms L has not provided a plausible explanation regarding these credits. Having considered this point, I am inclined to agree with the inference Wise has drawn.

In response to the investigator's findings, amongst other things, Ms L put forward a new version of events. She suggested, in short, that a family member of her partner may have made the Transactions without her consent. As this explanation was raised only after the investigator's view, I attach little weight to it. Ms L also told the investigator that she had not downloaded the Wise app and only used the browser version. However, the technical evidence shows the app had been downloaded and used before the Transactions. Taken together with Ms L's assertion that she had not set up Face ID – despite evidence to the contrary – her new account is difficult to accept.

Taking all the above points together, and in the absence of compelling evidence of Ms L's device being compromised, I am not satisfied, on the balance of probabilities, that the Transactions were made by a third-party without Ms L's consent. The evidence before me suggests that it is more likely than not that Ms L consented to the Transactions – either by making them herself or providing authority to someone else to do so. Accordingly, I find that Ms L is liable for the Transactions.

Given my findings, I do not consider it necessary to address recovery or whether Wise should have intervened in the Transactions. However, for completeness, I find that Ms L has no chargeback rights in this matter, and I would not have expected Wise to intervene further given the 3DS approvals.

## **Conclusion**

Taking all the above points together, I do not find that Wise has done anything wrong. Therefore, I will not be directing Wise to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

## **MY FINAL DECISION**

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 16 February 2026.

Tony Massiah  
**Ombudsman**