

The complaint

Mr M is unhappy that Wise Payments Limited won't raise a chargeback claim after he says he was the victim of a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

In June 2025, Mr M says that he made a purchase for two high value watches costing £12,500 and £12,000. The watches were being sold on eBay, a major global online marketplace. Mr M says it was agreed that he would collect the watches from the seller. However, he says that the seller then hacked his eBay account and took the collection codes. Mr M says this resulted in the funds being released to the seller which means he's both without the watches and without the funds. Mr M made payment for the two watches using two debit cards which he held with two different financial businesses. In this case, the payment relates to the sum of £12,500.

Mr M contacted Wise to raise a chargeback dispute on the grounds that he never received the watch. Wise declined to do so, it questioned Mr M that if his eBay account was hacked, they wanted to understand why eBay had waived liability. Wise advised that given the lack of supporting evidence from Mr M, it was unable to confirm he was the victim of fraud or that a chargeback claim was warranted. Mr M raised an appeal and provided further evidence, but this was also rejected by Wise. And in response to Mr M's complaint, Wise also explained its decision was made in accordance with their regulations and account terms and conditions.

Mr M brought his complaint to this service, and our investigator didn't uphold it. She wasn't satisfied that Mr M had provided sufficient evidence he'd fallen victim to a scam. Therefore, she couldn't say Wise had done anything wrong in processing the payment as he instructed. But even if she agreed Mr M had fallen victim to a scam, she wasn't satisfied any intervention by Wise could have uncovered anything untoward was happening. As far as Wise was concerned, Mr M was making a genuine payment for goods. Those goods were being sold on eBay. She said the onus was on Mr M to ensure he had carried out the right checks on the seller and the goods being purchased. She also wasn't persuaded Wise were wrong in declining to raise a chargeback claim.

Mr M disagreed and maintained he'd been the victim of fraud and advised he was informed by eBay that he should raise a chargeback claim with Wise and submitted additional evidence for consideration.

Our investigator wrote again to Mr M advising that she had reviewed the additional evidence he'd presented. She wasn't persuaded that the information given was sufficient to conclude that Mr M hadn't received the item he paid for. And although he had a separate chargeback claim accepted by another financial business, it doesn't automatically follow that Wise ought to do the same. She maintained that she wasn't satisfied Wise had done anything wrong by not raising a chargeback claim.

There was some further back and forth on the chargeback considerations, but as an agreement couldn't be reached the case has since been passed to me to decide.

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.

In this decision I've focussed on what I think is the heart of the matter here. As a consequence, if there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I consider is a fair and reasonable outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

As such, the purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by the parties to this complaint, and reach what I think is an independent, fair and reasonable decision, based on what I find to be the facts of the case.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – in other words on what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In our investigator's findings, she has addressed points around Wise's consideration of the payment having been authorised by Mr M and whether it ought to have intervened. However, these aren't points that have been disputed by Mr M. Instead, Mr M's response primarily focuses on his dispute that he considers Wise ought to have raised a chargeback. As such, my decision seeks only to respond to this part of his complaint.

For completeness however, I agree with our investigator. I'm satisfied the payments were authorised by Mr M – I can see from his interactions with Wise that he confirms he made the purchase on eBay. Therefore, he is liable for the transactions in the first instance. And like our investigator, I'm not satisfied any intervention would have prevented him from proceeding with the payment.

When someone buys something with their debit card and it goes wrong, in certain scenarios, the card issuer can sometimes help them obtain a refund by raising a chargeback on their behalf. The issuer isn't obligated to do this, but I would consider it good practice for a chargeback to be attempted where the right exists and there are reasonable prospects of success.

The chargeback rules are set by the relevant card scheme – in this case Visa. These rules contain conditions that must be met for a claim to be considered valid. And our role in such cases is to determine whether the regulated card issuer (i.e. Wise) acted fairly when presenting (or choosing not to present) a chargeback on behalf of its cardholder.

I must be clear from the outset, whilst Mr M has said he's been the victim of a scam and that it was the eBay seller that hacked his account in order for the funds to be released to them, there is no option within the scheme rules for a financial business to raise a chargeback claim because someone has been scammed, nor that their merchant account has been hacked.

Therefore, I've looked at what reasons Wise could've raised a chargeback. One such example would be that the merchandise/ services were not received. Which essentially is the allegation Mr M makes here.

I can see that Wise reasonably engaged with Mr M requesting evidence from him whilst it considered what actions to take next. And having reviewed the information he submitted, I agree with the investigator that there are concerns over the information provided. I'm also concerned over comments made by Mr M when he first reported his claim that his only means of communicating with eBay was by telephone. Yet when he was pressed on this by Wise, he was then able to furnish them with some supporting evidence of communications by email.

Having reviewed all the evidence Mr M has submitted, I'm not persuaded that Mr M has submitted a case that supports the allegations he is raising. I would firstly point out that Mr M has not presented a single original email from his interactions with eBay, instead he has only provided screenshots. That said, what I have found from the screenshots provided and most compelling is that eBay did consider a claim which it closed. It was closed on the grounds that the seller provided tracking information that shows the item was delivered to Mr M's address – which is contrary to the allegations he made about his account being hacked for the collection codes. It determined that it was therefore unable to provide a refund. Mr M's evidence also shows that it granted an appeal which was also rejected and therefore it would not provide a refund.

In light of this, I find it unlikely that had a chargeback claim been raised by Wise, that if taken to arbitration, that this would have resulted in a successful claim. I say this because I'm not persuaded Mr M could otherwise present evidence that would prove a negative i.e. that he did not receive delivery of the goods, especially when eBay had advised the tracking information shows it was delivered to Mr M's address.

Mr M says another financial business did raise a chargeback claim regarding the other watch - which he says was successful, but I'm considering the individual merits of this complaint before me. Mr M places a lot of weight on the evidence he has submitted which appears to show eBay directing Mr M to his bank to raise a chargeback dispute. Quite simply, I have some concerns over the authenticity of that evidence which contain inconsistent formatting as well as spelling errors. And even if I were to agree that eBay did direct Mr M to raise a chargeback with Wise, for the reasons set out above I'm not satisfied Wise has acted unfairly by choosing not to raise one.

My final decision

My final decision is that I do not uphold this complaint against Wise Payments Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 March 2026.

Mark O'Connor
Ombudsman