

## **THE COMPLAINT**

Mr M complains that Wise Payments Limited (“Wise”) will not refund the money he says he lost following a theft and resulting 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.

In August 2025, six payment transactions totalling £90.92 were made using Mr M’s Wise card via Apple Pay on his mobile device (the “Transactions”). Mr M disputes authorising the Transactions and says his stepson has since admitted to making them without his authorisation.

Mr M disputed the above with Wise. When Wise refused to reimburse him, he raised a complaint, which he then referred to our Service.

One of our investigators considered the complaint and did not uphold it.

As Mr M did not accept the investigator’s findings, this matter has now 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 she 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.

### **Regulatory framework**

The regulations which apply in this matter are the Payment Services Regulations 2017 (“PSRs”).

### **Key findings**

Under the PSRs, two conditions must be met for a payment transaction 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.

Mr M disputes that he authorised the Transactions. In other words, Mr M argues that he did not consent to the money leaving his account. Therefore, the issue I must decide, on the balance of probabilities, is whether someone else made the Transactions without Mr M’s authority.

If I find that Mr M did not consent, he may be entitled to a refund. If I find that Mr M did consent – either because he made the Transactions himself or because he provided authority to someone else to make them – he will be liable for the Transactions and not entitled to a refund.

Wise says that when Mr M first raised his dispute about the Transactions, he claimed he had been manipulated into making them. Wise also says that when its card disputes team later contacted him, his account changed. In his new testimony, Mr

M said his stepson had admitted to taking his mobile phone and using it to make the Transactions, something he says he reported to the police.

Our Service's investigator asked Mr M why he had initially told Wise he had been manipulated into making the Transactions. Mr M said he had never told Wise this. He told the investigator that his stepson had admitted to taking his mobile phone and making the Transactions. Mr M also said that his stepson had stolen his car, and that he had been arrested, charged and convicted for the theft of both the car and the mobile phone, among other offences. Mr M explained that his stepson received a custodial sentence, which was suspended – with the length of the operational and any supervision period unknown – and was ordered to pay costs and the standard Surcharge.

The investigator also asked Mr M about any security measures in place on his mobile phone, such as biometrics or a passcode. Mr M said he did not have any security features on his phone. He explained that he would “*swipe it up*” to unlock it, and double-click the side button to make payments via Apple Pay. He said he did not have any security features because of his disability, which he says prevents him from being able to read or write.

Wise has provided evidence showing that some form of biometric security was enabled on Mr M's mobile phone and had been used from at least 17 July 2025. In addition, Wise's internal notes record Mr M stating that he did not have Face ID but did have a six-digit passcode to access his phone. The investigator relied on this, among other points, in reaching her findings.

Mr M responded to the investigator's findings stating that, amongst other things, “*I don't deny logging into the wise app via Face ID and when this failed the passcode but not for a wallet.*”

I do not accept Mr M's response for the following reasons.

First, Wise's evidence (mentioned above) suggests there were security features on Mr M's mobile device. Second, as I understand it, it is not possible to use Apple Pay without a security measure – such as a passcode or biometric – being in place. Third, Mr M told the investigator that the reason his mobile phone did not have a passcode was because he could not see the keypad due to his poor eyesight, so it is difficult to reconcile this with his claim that he had a passcode for his Wise app.

Taking all the above points into account, and in particular Mr M's inconsistent testimony, I do not find him to be credible. Accordingly, on the balance of probabilities, I find that Mr M authorised the Transactions, either by making them himself or by authorising another person to do so. It follows that he is liable for the Transactions and Wise is not required to issue a refund.

### **Other points**

Mr M has alluded to the fact that Apple Pay Express Mode may have been used to make the Transactions, meaning no authentication would have been required. However, given that I do not find Mr M to be credible for the reasons already outlined, I do not accept this argument.

Mr M also argues that the investigator ignored the prosecution of his stepson. I have not seen any evidence relating to such a prosecution. In any event, even if evidence had been provided, it would not change my view that Mr M is not credible.

I have not found anything wrong with the customer service Wise provided to Mr M while handling his complaint that would justify an award of compensation. I also find that Wise was within its rights to close Mr M's account, and I do not consider Wise to be responsible for the difficulties Mr M says he experienced in accessing his remaining funds.

### **Conclusion**

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 Mr M to accept or reject my decision before 24 April 2026.

Tony Massiah  
**Ombudsman**