

## **The complaint**

Mr H complains that Wise Payments Limited hasn't reimbursed payments he says were made without his authority.

## **What happened**

Mr H had an account with Wise. In 2021, Mr H received a payment of around £230,000 into the account: he says this was the proceeds of the sale of a property. Over the next two days, nearly all this money was paid to third parties. Mr H says he didn't authorise these transactions.

Wise looked at this. It didn't think there was any sign that these payments were unauthorised. Our investigator looked at this and didn't think the complaint should be upheld. Mr H doesn't agree. The complaint has 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.

The Payment Services Regulations 2017 provide that where an executed payment transaction was not authorised, the payment service provider must refund the amount of the unauthorised payment transaction to the payer. A payment transaction is regarded as having been authorised by the payer if he's consented to them. And such consent must be given in the form, and in accordance with the procedure, agreed between the payer and its payment service provider. But to receive a refund, the payment service user must notify the payment service provider without delay, and in any event no later than 13 months after the debit date.

This is reflected in the terms and conditions that applied to Mr H's account. These say that Mr H must tell Wise about any unauthorised or incorrectly executed transactions immediately, but no later than 13 months from the transaction. They also set out the circumstances in which Wise would otherwise refund unauthorised transactions.

In this case, Mr H opened the account to receive the payment of around £230,000. Wise asked Mr H to supply supporting documents for the payment – he told them it was the proceeds of sale of a property and supplied a copy of the completion statement from the solicitor at around 8am on 6 July 2021. Wise released the funds the same day, just after 10am. At around 1:30pm, someone began to transfer funds out of the account. In summary, over the next two days 18 successful payments left the account – ranging from £8,000 to £20,000. Finally, £60.32 was paid to another account in Mr H's name. This left a balance of around £5.

I've thought about what Mr H said about that. He says that he set up the account to receive the proceeds from the sale of the property – and he intended to keep them there and left the account untouched. He says he didn't learn the funds had left until 2025, when he contacted Wise to ask for details of the account.

Wise, meanwhile, has sent us its records and system notes. These show that whoever accessed the account on 6 July 2021 had to pass two factor authentication. To complete this, Wise sent a one time passcode to Mr H's telephone by SMS. Wise said it would have sent Mr H an email following each successful transaction. It also appears someone got in touch with Wise saying they were having difficulties making payments, and Wise sent Mr H an email asking him for information about this. Finally, Wise said it emailed Mr H in September 2021 asking for further information about one of the payments. After chasing Mr H a few times, Mr H – or someone using that email address – replied to ask what information Wise wanted.

In response to our questions, Mr H has said he has never given anyone access to his phone, email address or device. He cannot think of anyone who would have been able to access his details. More recently, Mr H says his solicitor helped him open the account, and suggests that either his solicitor or Wise might have been involved in the payments.

Where there's a dispute about what happened, I need to decide what's most likely to have happened, on the balance of probabilities. I've carefully considered what Mr H and Wise have said. On balance, I find it most likely that Mr H authorised the payments in question. In particular, whoever carried out these transactions knew within hours that funds had been paid into Mr H's account. They logged into the app using a one time passcode, and Mr H has said his device was never compromised. While I acknowledge Mr H says he just assumed the funds were safe and that he left the account untouched, it does appear Wise sent him emails about these transactions and asking him questions about payments out the account.

In any case, I'd expect Mr H to notify Wise of any unauthorised transactions without undue delay and in any event no later than 13 months after the debit date – and the terms and conditions reminded Mr H to check his statements. This also means I wouldn't say that Wise could fairly be held liable for these amounts.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 April 2026.

Rebecca Hardman  
**Ombudsman**