

The complaint

Ms L complains that Wise Payments Limited ('Wise') won't refund the money she lost after falling victim to a scam.

What happened

In 2025, Ms L met someone through a dating app. I'll refer to this person as D. D said he worked for a bank as a cryptocurrency analyst and investment expert, with nine years of experience.

D said he could help Ms L invest through cryptocurrency and she made the following payments from her Wise account. The payments were to purchase cryptocurrency, which was transferred to a wallet controlled by D.

Date	Pmt	Details of transaction	GBP Amount
7.6.2025	1	Transfer in EUR	£1,110
8.6.2025	2	Transfer in EUR	£1,268
8.6.2.025	3	Transfer in EUR	£1,993
9.6.2025	4	Transfer in EUR	£1,993
11.6.2025	5	Transfer in EUR	£3,993
12.6.2025	6	Transfer in EUR	£1,618
12.6.2025	7	Transfer in EUR	£3,829
13.6.2025	8	Transfer in EUR	£9,947
14.6.2025	9	Transfer in EUR	£851
15.6.2025	10	Transfer in EUR	£9,956
16.6.2025	11	Transfer in EUR	£9,960
17.6.2025	12	Transfer in EUR	£8,554
19.6.2025	13	Transfer in EUR	£968

When Ms L tried to withdraw her investment, she was told she had to pay taxes and fees. She discussed this with a family member who suggested it was a scam. So, Ms L raised a scam claim with Wise.

Wise offered to refund 33% from payment four onwards, saying they could've done more to protect her. However, Wise felt Ms L should've been concerned about the legitimacy of the investment and should share responsibility for her loss. The payments from her Wise account were funded by transfers from an account held with another bank –that I'll refer to as Bank M. So, Wise felt it was fair for each party, Bank M, Wise and Ms L to share equal responsibility for the loss.

Ms L wasn't happy with Wise's response, so she brought a complaint to our service.

An investigator looked into Ms L's complaint but didn't uphold it. The investigator felt Wise should've intervened and prevented Ms L's loss from payment four, however Wise had refunded more than they would've recommended. The investigator explained they would've asked Wise and Bank M to each refund 25%, with Ms L liable for 50% of her loss.

Ms L asked for an ombudsman to review her case, as she didn't agree with how we'd split the liability and she had concerns about the adequacy of Wise's warnings.

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.

Having reviewed Ms L's complaint, I've reached the same answer as the investigator and for the same reasons. I'm really sorry that Ms L was the victim of a cruel scam, but I'm not upholding her complaint. I'll explain why.

In broad terms, the starting position at law is that Wise are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

It's not in dispute that Ms L authorised these payments, although she did so not realising she was the victim of a scam. So, the starting point is that Wise aren't liable for her loss.

There are, however, some situations where we believe that businesses, taking into account relevant rules, codes and best practice standards, shouldn't have taken their customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Wise also has a duty to exercise reasonable skill and care, pay due regard to the interest of its customers and to follow good industry practice to keep customer's accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Wise say they should've intervened when Ms L made payment four, which is reasonable. I wouldn't have expected them to have intervened on the first three payments based on their size, the pattern of the payments and that they were going to the same payee.

As part of their intervention at payment four, Wise should've asked Ms L questions to identify the type of scam she was most likely at risk from, and provided a relevant warning based on that scam type. Wise believe that this intervention would've prevented Ms L's loss, so I would've recommended they refund payments four to 13.

But I also have to consider whether Ms L should've been concerned and taken reasonable steps to mitigate her loss. In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.

I can't see that Ms L did any checks on the person she was talking to or the company that she believed she was investing with. D said he worked for a large bank, but I haven't seen any evidence that suggests this was true. Also, while Ms L looked at the website for the company she believed she was investing through, I can't see she did any checks to ensure they were legitimate. Which, considering the amount of money she was transferring, are steps I believe a reasonable person would've taken. Especially as Ms L had met D on a dating app and he recommended the investment shortly after they had started talking. Ms L took everything D told her at face value, without completing any checks.

On this basis, I would've said it was reasonable for Ms L to share responsibility for her loss with Wise and reduced the refund by 50%.

The payments from Ms L's Wise account were funded by transfers from an account she held with Bank M. In this situation, I would've held Ms L liable for 50% of her loss from payment four onwards and split the remaining 50% liability between Wise and Bank M, asking them each to refund 25%.

I'm really sorry to disappoint Ms L, but Wise has already refunded more than I would've recommended, so I can't fairly ask them to pay anything more.

My final decision

My final decision is that I don't uphold this complaint against Wise Payments Limited.

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

Lisa Lowe
Ombudsman