

## The complaint

S, a limited company, complains about the length of time it took Wise Payments Limited to complete checks on its account, as well as the documents it was asked to provide. It also complains that its account was restricted while the checks were being carried out.

## What happened

S opened its account with Wise in July 2025. At the start of September 2025, Wise contacted S to let it know it required information to complete its Customer Due Diligence (CDD) checks. Over the next two weeks, S provided various items following Wise's requests, with the process being completed in around 14 days.

During this period, S said it experienced issues with its Wise account, affecting its credits and payments, with around 80% of its outward transfers being rejected. It also found the information requested by Wise to be onerous, with some questions repeated. It highlighted that information was asked for in stages, rather than all at the same time. Due to the loss of functionality S claimed it experienced on its account, it said it had to cancel sales meetings worth £41,700.

S complained to Wise and its complaint was upheld in part. Wise accepted that four administrative emails were mistakenly sent on the same day. It also accepted that its communication during the CDD process could have been clearer. It offered S £50 compensation to make up for the impact of the communication issues, but said that as S was a new business, additional checks were required. Wise said it had followed its processes correctly and that the information it had requested was needed in order to meet its regulatory obligations.

S wasn't satisfied with this and brought its complaint to our service. It said its account had been frozen during the review despite it having provided all of the information Wise had asked for. S said it had lost revenue and suffered reputational damage. It also said its director had experienced personal trauma. S pointed to some of Wise's wording during its interactions with S, believing it to demonstrate a block or restriction was in fact in place on the account. S also said there wouldn't have been time to find another account and that it was impossible to deliver paid services when locked out of its account.

Our Investigator considered S' complaint but didn't uphold it. He didn't think Wise was wrong for carrying out its checks. He noted Wise's comments that the account hadn't been restricted at the time. He also found there to have been card use, transfers out and credits in during the period, so wasn't persuaded the account had been restricted. He considered Wise's wording around the account becoming fully active, but he found this to mean the CDD checks had been completed, and not an admission that the account had been restricted.

S didn't agree with the Investigator's view. It accepted Wise's right to conduct the checks, but didn't think they were reasonable, proportionate or without negligence. It believed the checks should have taken up to four days and that Wise had violated the Financial Conduct Authority's Principles. S said it was repeatedly redirected to Wise's Know Your Customer

(KYC) document upload website when attempting transfers or payments. It added that, while there had been some successful transfers and spending, these were in the minority.

S accepted there had been credits, but said these had been processed before the account restrictions. It said it couldn't reliably pay suppliers, staff, or rent as a result. It said the restriction had only been lifted once escalation to our service and the Financial Conduct Authority had been mentioned, and this was after Wise ignored its responses and its repeated confirmation that it couldn't provide one of the requested items.

The Investigator didn't think S' response affected the outcome. He said he'd seen no blocked or cancelled transfers on the system screenshots Wise had provided, and was satisfied with Wise's comments that the check had been non-restrictive. He said that, had there been a block, attempted transfers would have been held as 'pending' – but there was no evidence of this. As a result, he found it more likely than not that the account had remained operational during the review.

S didn't accept what the Investigator had said. It said it had told Wise at the time it had rent and staff to pay, demonstrating there had been restrictions in place. It said it had spent weeks cultivating its sales leads and that clients didn't give second chances after meetings were cancelled.

As no agreement could be reached. The case was 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.

Having done so, I won't be upholding this complaint. I realise this will be disappointing for S' director, and so I've set out my reasoning below.

I would first like to mention that my role here is to think about the individual circumstances of this complaint and decide whether Wise did something wrong which caused S – the complainant in this case – to lose out. If I think it did, I can then consider what, if anything, Wise should do to set matters right. In reaching my conclusions, I've taken an independent view of the circumstances, and have considered relevant rules and regulation. But I have ultimately decided this case on what I believe to be fairest in all the circumstances of the complaint.

I realise that I've summarised this complaint in less detail than the parties – particularly S' director – and I've done so using my own words. To clarify, I've concentrated on what I consider to be the key issues, and the rules that govern this service allow me to do so. But this doesn't mean I've not considered everything that both parties have given to me. And although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on a specific point, it's not because I haven't considered it, but because I don't think I need to comment on it in order to reach the right outcome.

Wise was allowed to carry out the checks it did. Given it has regulatory obligations in this regard, and the terms of account support verification and due diligence checks, I'm satisfied it acted correctly here. S has concerns about the items Wise asked for, as well as the cadence of its requests. And, while I understand S' concerns, it can't always be apparent to a firm what additional information might be needed until it receives the documents it has asked for, or its customer confirms it can't provide certain documents – as was the case here.

The process took longer than S would have liked, but I'm not persuaded this was caused by an error on Wise's part. I note S' concerns around the repeat and duplicate requests from Wise, but, given Wise's overall review required other outstanding information and clarification at the time, as well as further consideration on the items provided, I don't think this noticeably delayed the process.

S has asserted that its account was subject to restrictions during Wise's checks, but I've seen no evidence to persuade me this was the case. Wise has confirmed that, had S' account been suspended, it would still have been able to initiate transfers. These transfers would have been held, and their statuses denoted differently on Wise's systems – but no such transfers appear. Similarly, I've seen no system evidence to show me that incoming payments were held or returned either. And so, I don't have sufficient evidence to conclude that S' payment issues were due to a restriction imposed by Wise.

S has said its payment attempts rarely got as far as the initiation stage as it was often redirected to a 'Know Your Customer' document upload screen. But Wise has confirmed this screen was in relation to the documents it asked S to provide as part of its CDD checks, and would not have been part of the customer payment journey, or its redirection process for payments. Given Wise is more likely to understand how its systems work, in the absence of any persuasive supporting evidence to demonstrate redirection to the aforementioned screen upon attempting a payment, I'm unable to reasonably find this to be the case.

I've considered S' assertion that some of the wording used by Wise's agents during interactions with S were admissions of restrictive blocks being in place, but I don't agree. Given the surrounding evidence, I think it's more likely that such statements from Wise – such as the account becoming fully active – were intended to reflect the conclusion of Wise's checks, and not the removal of any blocks. I appreciate S' concerns around Wise's overall communication, but I think the £50 offered by Wise sufficiently addresses any impact in this regard. And while S' director points to comments he made to Wise at the time about upcoming financial obligations, as mentioned above, I've seen no system evidence which demonstrates payments were prevented by a block put in place by Wise.

Overall, S has raised a number of failings on Wise's part, but for the reasons given, I'm not persuaded Wise got things wrong, or got things wrong to the extent that S lost out as a result. Whilst I understand that it can be frustrating or inconvenient when engaging with a firm around its CDD needs, this does not mean that compensation, or further compensation, is merited. In many cases, even though there has been a certain amount of inconvenience, it will not be appropriate for this service to tell a firm to pay compensation.

All of us suffer some inconvenience in our day-to-day lives and in our dealings with commercial organisations, and I'd generally expect a level of inconvenience to be part and parcel of a limited company's general operation. And while S' director alleges personal trauma from the matters covered in this decision, though I am sorry to hear this, the director is not the complainant here, and so their loss cannot be considered in this decision.

Overall, it remains that I've been presented with no evidence which persuades me Wise acted contrary to its terms or obligations, or that its review otherwise unfairly caused the losses described by S. As a result, I won't be directing Wise to do anything further in relation to the matters covered in this decision. I will leave it to S to decide whether, on reflection, it can now accept Wise's compensatory offer. Either way, my decision now completes our consideration of this complaint.

### **My final decision**

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 7 May 2026.

James Akehurst  
**Ombudsman**