

The complaint

D, a limited liability partnership company, complains Wise Payments Limited (“Wise”) hasn’t refunded funds it said were lost as the result of a scam.

Mr B is bringing the complaint on its behalf. So, in the main, I’ll refer to Mr B throughout my decision.

What happened

Both parties are familiar with the circumstances of the complaint, so I’ll only summarise the key details here.

Between April and September 2025 Mr B made ten payments to a recruitment agency with connections to European employers from his Wise account totalling €20,500. He explained the agency was to provide employment contracts and the documentation required for visa applications for non-EU workers. Mr B said a fee was paid for each candidate, but the paperwork provided by the agency, and so the visa applications, were rejected by the German Embassy for some candidates. Mr B explained the Embassy’s rejection noted some documents were fraudulent.

Believing D had been scammed, Mr B contacted Wise in November 2025, but it didn’t refund D’s money, noting the matter was a civil dispute. Unhappy with Wise’s response, Mr B raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it. They concluded it could be argued that Wise ought to have intervened but didn’t think a proportionate intervention would have prevented D’s losses.

As an agreement could not be reached, the complaint has been passed to me to decide.

I reviewed the complaint and wrote to Mr B to try to resolve the complaint informally. In summary I said there wasn’t sufficient evidence to conclude the agency D used was operating a scam, but as it doesn’t make a material difference to the outcome, I wouldn’t be making a finding on this point. I explained that I don’t think the payments ought to have caused Wise to be concerned that D was at risk of financial harm from fraud such that it should have intervened and so, it was reasonable for it to have processed the payments.

Mr B disagreed, in summary he said the German Embassy has formally confirmed the employment documents submitted were fraudulent and that D’s loss is a direct result of that fraud. He also said Wise should have intervened when a high value international payment of €6,600 was made. Mr B has requested a final decision.

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.

I’m sorry that D has lost a significant sum of money and I don’t underestimate the impact this has had. And so, I’d like to reassure Mr B that I’ve read and considered everything he’s said

in support of this complaint. But I'll focus my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. I know this will come as a disappointment to Mr B but having done so, I won't be upholding this complaint. I'll explain why.

A firm's responsibility to protect a customer from financial harm from fraud and scams is predicated on there having been a fraud or scam and a loss as a result. Therefore, it would only be reasonable for me to consider whether Wise is responsible for the loss D claims to have suffered if I am satisfied that it has been the victim of a scam and lost funds as a result.

Whether a scam has taken place or the matter is a civil dispute can be finely balanced. There is limited evidence to support Mr B's claim that the agency D used was operating a scam. I can see in the communication between D and the agency that approval of a visa isn't guaranteed. The letter from the German Embassy that Mr B says outlines that the paperwork was fraudulent isn't in English and no translated version has been provided. And even if it had, I've not seen anything to say the alleged fraudulent paperwork was supplied by the agency, as it may have been provided by the employer the position was with. Equally, I have no evidence on why the German Embassy came to its conclusion.

However, whether a scam took place, or not, doesn't make a difference to the outcome, and as I think I can reach a fair and reasonable outcome without a finding on whether the agency was operating a scam or not, I won't make one. I'll explain why.

In broad terms, the starting position at law is that banks and other payment service providers are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

Mr B, on behalf of D, authorised the payments in question here – so D is presumed liable in the first instance.

But as a matter of good industry practice, Wise should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: as while banks and payment service providers should be alert to fraud and scams to act in their customers' best interests, they can't reasonably be involved in every transaction.

I've also thought about the Authorised Push Payment reimbursement rules. However, as it doesn't cover international payments, it isn't relevant here.

As a result, I've thought about whether Wise acted fairly and reasonably in its dealings with D when Mr B made the payments, or whether it should have done more than it did.

When considering the payments individually and in combination I don't think they were of an unusually excessive value that it ought to have caused Wise to be concerned that D was at risk of financial harm from fraud. The payments were made over many months, and I don't think a fraud pattern was evident. Additionally, I've reviewed D's account statement, and I can see it wasn't uncommon for international payments to be made from the account. Based on the payees and references for some payments they were for similar purposes to the ones Mr B is disputing. Also, some were for similar amounts to the disputed payments, for example €2,421.24 made on 4 March 2025, €2,106.24 and €4,800 made on 28 July 2025. From what I've seen the payment made on 24 June 2025 for €6,600 was the highest value payment made from the account, but I don't think it was excessive, or unusual, enough to be considered out of line with how the account was typically used. As, I don't think the

payments were suspicious in nature, I therefore don't think it was unreasonable for Wise to process the payments in-line with Mr B's payment instruction.

Given the time between the payments being made and the matter reported to Wise, I don't think there was any prospect of recovering D's funds.

I'm sorry to disappoint Mr B further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind, I don't think Wise needs to refund D's money. I realise this means D is out of pocket and I'm really sorry it lost this money. However, for the reasons I've explained, I don't think I can fairly or reasonably uphold this complaint.

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 D to accept or reject my decision before 24 April 2026.

Charlotte Mulvihill
Ombudsman