

## **The complaint**

Mr B, who is represented, complains that Wise Payments Limited, trading as Wise, won't reimburse money he lost to fraud.

## **What happened**

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

Mr B came across an advertisement on social media, promoting an investment opportunity through a trading platform. He reached out and was introduced to representatives of that platform.

Mr B was eventually persuaded to invest and began sending money from his Wise account to the firm for the purpose of investing.

After seeing significant returns on his online platform account, Mr B attempted to withdraw his funds. He was blocked from doing so and provided with numerous excuses as to why further fees and charges would need to be paid prior to the release.

Mr B complied with these requests. But eventually, after requests continued, discovered he'd been a victim of fraud. He therefore reported the matter to Wise asking it to reimburse his loss. Wise considered Mr B's claim and found it was partially liable for his loss, it therefore reimbursed 33% of the payments made.

Unhappy with that response, Mr B's complaint was referred to our service for an independent review. An Investigator considered the evidence available but found Wise ought to have done more than it did. They therefore recommended a further partial reimbursement of the loss. But Wise didn't agree with that assessment, so the matter was therefore passed to me to decide.

On 14 April 2026, I issued the following provisional findings to both parties for consideration:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

There is no dispute here that Mr B authorised the transactions in question. And the starting position in law is that he will be held liable for transactions that are authorised in the first instance. That is due to Wise's primary obligation to process payments in line with its customer's instructions, as set out in the Payment Services Regulations 2017.

However, taking into account the above considerations, Wise ought reasonably to have been on the lookout for any transactions that would indicate Mr B was at risk of financial harm

from fraud. And where it identifies a risk, it ought reasonably to intervene in that payment, ascertain the purpose of it, and provide warnings relevant and proportionate to the risk presented.

It is agreed by all parties that Wise ought to have done more to protect Mr B from the fraud committed against him, as insufficient interventions and warnings were provided as part of the payment process, despite there being high value payments made from the account, at times in quick succession, and to crypto asset providers. However, that isn't enough to reasonably hold Wise liable for the loss suffered. I must also be persuaded that any intervention it ought to have carried out would have resulted in Mr B's loss being prevented.

While I cannot know for certain what would have occurred had Wise carried out an intervention, I am able to reach a conclusion on the balance of probabilities based on the evidence available.

Alongside Mr B's complaint against Wise, I have also considered his joint complaint made against his banking provider where the funds were originally sent from. Mr B's bank did intervene in payments that were made from that account. And during those interventions, Mr B and his wife convincingly misled the bank as to why they were making the payments. This was after being instructed to do so by the fraudsters who had built up such a close and trusted relationship with Mr B and his wife that they were willing to follow their instructions without hesitation.

Furthermore, in Mr B's interactions with his bank he was warned about crypto investment frauds and the common features of them. Many of the warnings provided by his bank covered the scenario he was in fact facing. However, unfortunately Mr B and his wife were so under the spell of the fraudsters that they ignored these warnings that were specific to their circumstances and reverted to the fraudsters for advice.

Considering these facts, I find it more likely than not that Mr B would have reacted to any interventions and warnings from Wise in a similar manner. It is therefore reasonable to conclude that Wise would have unlikely been able to break the spell of the fraud being committed against Mr B. And it follows that Wise cannot fairly be held liable for Mr B's loss where it would not have been able to prevent it.

In this case, Wise has already reimbursed Mr B 33% of his loss. As this is more than I would have recommended, I think the offer made is more than fair."

Both parties were given until 28 April 2026 to provide any further comment. As that deadline has now passed, I'm able to issue my 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.

As both parties have provided no further comment regarding this specific complaint, I do not intend to depart from the findings I have set out above.

### **My final decision**

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 May 2026.

Stephen Westlake  
**Ombudsman**