

## The complaint

Mr A complains that Revolut Ltd did not refund a series of payments he lost to a scam.

## What happened

Mr A was looking for a job and was approached by a recruiter on a messaging platform who offered a fully flexible role. It entailed him completing reviews of products on the work platform, but he had to simulate purchasing items. To do so, Mr A needed to deposit funds onto the work platform via cryptocurrency in order to complete the tasks. Once he finished a set number of tasks, he could receive his commission. Mr A made the following payments from his Revolut account to his cryptocurrency wallet:

Date	Amount
23 August 2023	£405
24 August 2023	£1,500
24 August 2023	£3,100
24 August 2023	£1,650

Mr A did receive some returns so felt this was legitimate and deposited more funds into the system. However, despite depositing more and more funds, he did not receive any more commission and he reached out to the company only to be told it was a scam as they had been cloned by criminals.

Mr A contacted Revolut to raise a scam claim. They attempted to retrieve the funds but were unable to. Revolut also confirmed they had provided a warning to Mr A when he made the payments, but he chose to continue. And when they asked for more information on an attempted payment of £5,300, Mr A chose to cancel the payment and make it from a third-party account instead. So, they didn't think they could have done more in the circumstances.

Mr A referred the complaint to our service and our Investigator looked into it. They said that Mr A had continued with the payment despite Revolut providing warnings, and they did not think Revolut had missed out on an opportunity to identify that the payments were being made in relation to a scam.

Mr A's representative responded and did not agree with the findings. They cited a decision issued by our service that had been upheld which they felt was similar. They still felt Revolut should have intervened in the payments as they were unusual and felt that if they had done, the scam would have been revealed. In response, our Investigator explained Mr A had not been honest with a payment made from a third-party bank in relation to the same scam, even when he was given the option to select that the purpose of the payment was to pay money to earn by working online. So, they thought it was unlikely further intervention from

Revolut would have revealed the scam.

As an informal agreement could not be reached, the complaint has been passed to me for 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 satisfied Mr A has been the victim of a job task scam, and I'm sorry he's had to go through this experience. As the payments went to a crypto wallet in Mr A's name, they are not covered by the Lending Standard Board's Contingent Reimbursement Model ("CRM") Code, which gives additional protection to victims of authorised push payment scams such as Mr A. But Revolut still had a duty of care to protect Mr A's account from financial harm.

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 be good industry practice at the time.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mr A authorised the payments in question as he believed they were part of a legitimate job opportunity. So, while I recognise that he didn't intend the money to go to scammers, the starting position in law is that Revolut was obliged to follow Mr A's instruction and process the payments. Because of this, he is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Revolut did enough to try to keep Mr A's account safe.

I've reviewed Mr A's statements, and I can see he had previously made transfers for just over £1,000 in the months leading up to the scam, so I don't think the value of the transactions were particularly unusual when compared to his genuine account activity. Though I do recognise he made multiple payments in one day, I don't think this alone is enough to warrant a manual intervention from Revolut. I think it could be argued that a warning could have been provided for the payment of £3,100.

I can see Revolut did provide a warning for the final three payments, and these were related to what Mr A selected as the purpose of the payment. I note he was not given the option to select that he was making payment in relation to earning money online, and I think it would have been reasonable for Revolut to have provided him with this option. I have therefore considered if Mr A has lost out as a result of this.

As explained earlier, Mr A was given the option when making a payment from one of his third-party accounts towards the same scam that it was for earning money online, but he chose not to select that option, and instead he said it was for 'software purposes'. I therefore

see no reason why he would not have said the same had Revolut given him this option. As Mr A chose to continue with the payments despite receiving a general and investment warning from Revolut, I don't think Revolut could reasonably have done more in the circumstances.

I also note that when Mr A attempted a payment of £5,000, this was picked up for further checks by Revolut and they asked him about the payment. However, instead of engaging with Revolut, he decided to cancel the payment. On balance, I think it was reasonable for Revolut to refer the payment, but as Mr A did not want to continue with it, I don't think they could have done more to protect him in the circumstances.

I understand Mr A's representative has cited another decision they feel is similar which was upheld by our service. However, there are many individual factors that affect the merits of a case. Having carefully reviewed everything available to me, I don't think Revolut needed to do more in the circumstances of this case. Finally, I note the funds went to a crypto wallet in Mr A's name before being moved onto the scammer, so there was nothing further Revolut could have done to recover the funds once they were aware of the scam.

### **My final decision**

I do not uphold Mr A's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 August 2024.

Rebecca Norris  
**Ombudsman**