

## Complaint

Mr S is unhappy that Revolut Ltd didn't reimburse him after he fell victim to a scam.

## Background

Mr S had been looking for work and had applied for various roles online. He was contacted by someone who claimed to be recruiting for a role. The role was apparently with a data consultancy firm based in the United States. Unfortunately, Mr S hadn't been contacted by a genuine employee of that firm, but a fraudster.

He was told that he'd need to complete tasks on an online platform. He was added to a messaging group apparently with many other people carrying out the same work. The scammers told him that he would be responsible for *"purchasing products and orders for the merchant ... by purchasing and submitting these products, they would be advertised and promoted to a larger pool of consumers."*

He was told that, for every group of tasks he completed, he could earn commission. However, he needed to fund his account by making deposits. He used his Revolut account to make two payments of £1,500 and £2,500 respectively.

Once he realised he'd fallen victim to a scam, he notified Revolut. It didn't agree to refund his losses and so the complaint was referred to this service. It was looked at by an Investigator who didn't uphold it. It was referred to me alongside a connected complaint against a different firm which is also under consideration. That complaint will be decided separately.

## Findings

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

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

However, that isn't the end of the story. Good industry practice required that Revolut be on the lookout for account activity or payments that were unusual or out of character to the extent that they might indicate a fraud risk. Where a firm does have grounds to be concerned about a payment, I think it should reasonably take steps to warn its customer about the risk of proceeding. Whether a warning should be provided (and, if it should, the nature and extent of that warning) should be proportionate to the risk the payment presents and strike a balance between trying to protect customers and not unduly inconveniencing them.

I'm not persuaded that the risk here was so clear that there would've been reasonable grounds for a human intervention. I accept that these payments weren't in keeping with his typical historical spending patterns. However, the value of the payment is a relevant signifier

of risk, and I don't think it would be practical to expect Revolut to take such an interventionist approach with payments of that value.

Revolut did display general warnings which encouraged Mr S to take steps to protect himself and also told him that, if he did make a payment in connection with fraud, it was highly likely the money would be irrecoverable. Unfortunately, those warnings didn't resonate with Mr S and so didn't prevent him from going ahead with the payments. Nonetheless, I'm satisfied that the steps Revolut took here were proportionate to the risk identified.

I don't say any of this to downplay or diminish the fact that Mr S has fallen victim to a cruel and cynical scam. I have a great deal of sympathy for him and the position he's found himself in. However, my role is limited to looking at the actions and inactions of the firm and I'm satisfied it didn't do anything wrong in processing these payments.

### **Final decision**

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 October 2024.

James Kimmitt  
**Ombudsman**