

## The complaint

Mrs A complains that Revolut Ltd hasn't protected her from losing money to a scam.

## What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mrs A has explained that in March 2024 she made numerous payments from her Revolut account for what she thought was a legitimate job opportunity.

Mrs A subsequently realised she'd been scammed and got in touch with Revolut. Ultimately, Revolut didn't reimburse Mrs A's lost funds, and Mrs A referred her complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a 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.

Having done so, I've reached materially the same conclusions as our Investigator, and for materially the same reasons. That is, I've decided to not uphold Mrs A's complaint. I'll explain why. In doing so, I've focused on what I think is the heart of the matter. If there's something I've not mentioned, it isn't because I've ignored it; I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

First, let me say, I don't doubt Mrs A has been the victim of a scam here. She has my sympathy. Ultimately, however, Mrs A has suffered her loss because of fraudsters, and this doesn't automatically entitle her to a refund from Revolut. It would only be fair for me to tell Revolut to reimburse Mrs A her loss (or part of it) if I thought Revolut reasonably ought to have prevented the payments (or some of them) in the first place, or Revolut unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I'm satisfied Mrs A authorised the relevant payments. Revolut would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mrs A is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Revolut should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Revolut to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In light of this, it would be unreasonable for me to conclude that the payments Mrs A made before 22 March 2024 ought reasonably to have attracted Revolut's attention in the context of proportionate monitoring of potential fraud concerns.

However, the number and pattern of Mrs A's payments from her Revolut account on 22 March 2024 was concerning. In this regard, I understand Revolut has said Mrs A would have received its standard warning each time she set up a new beneficiary which said, "Do you know and trust this payee? If you're unsure, don't pay them, as we may not be able to help you get your money back. Remember, fraudsters can impersonate others, and we will never ask you to make a payment". I'm also aware that the first payment Mrs A instructed on 22 March 2024 triggered questions to Mrs A from Revolut about the payment purpose and based on this Revolut provided Mrs A with a tailored in-app warning about fraud and scams.

I agree with our Investigator that based on the subsequent pattern of payments that followed that same day, Revolut's concerns ought to have escalated, such that further intervention from Revolut ought to have happened. I've thought about this carefully but I don't think this most likely would have made a difference here unfortunately, for the same reasons as our Investigator. I say this because although Mrs A appears to have had some initial concerns about the 'opportunity', as she's said herself, she was successfully reassured by the scammers and WhatsApp group members. Also, the available records of Mrs A's communications with the scammers indicate that Mrs A provided screenshots of her Revolut app, in stages, to the scammers – and that the scammers told Mrs A what to select in terms of making payments. I also understand by a certain point Mrs A unfortunately would have been desperate to get her money back. Such that I think it's unlikely, had Revolut appropriately intervened further than what it did, that Mrs A wouldn't ultimately have reverted to the scammers and/or WhatsApp group members again and been persuaded to continue with things. Unfortunately this means that in this particular case I'm not persuaded Revolut likely could have done anything to prevent Mrs A's loss in such circumstances.

I also wouldn't reasonably expect Revolut to have been able to recover Mrs A's payments in a case like this whereby Revolut wasn't put on notice by Mrs A that she'd been scammed within a timeframe whereby it would be reasonably expected to be able to recover any of the funds from any recipient accounts. Unfortunately in cases like this it's common for the recipient accounts to be drained promptly presumably to frustrate recovery and I've seen nothing to suggest here that Revolut reasonably ought to have been expected to have been able to have recovered the funds Mrs A lost in this case.

I'm sorry Mrs A was scammed and lost this money. Despite my natural sympathy however, I can't fairly tell Revolut to reimburse her in circumstances where I'm not persuaded it reasonably ought to have been able to prevent Mrs A's loss.

## My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 7 July 2025.

Neil Bridge Ombudsman