

## **The complaint**

Mr M, via a representative, complains that Revolut Ltd (“Revolut”) have failed to refund the money he lost as part of a fake job scam.

## **What happened**

The details of this complaint are well known to both parties, so I will not repeat everything again here. Instead, I will focus on giving the reasons for my decision.

In summary though, Mr M was contacted via a messaging service by a scammer that I will call C. C persuaded Mr M that they worked for a company that I will call B, that would pay him for completing a series of tasks online. Periodically, while completing these tasks, he was asked to “top up” his account by paying B.

When Mr M attempted to withdraw the “income” that he could see on B’s ‘platform’, he was told that he had to pay an additional fee to clear a negative balance which would allow withdrawals commensurate with the “income” he had earned. At this point Mr M realised that he had been scammed.

Mr M sent over £20,000 in August and September 2023 to B. Mr M has complained about one transaction that went from his Revolut account to the scammer this was a transfer of £5,300 that took place on 2 September 2023.

Mr M also sent funds from his other current account provider to B as well.

Mr M asked Revolut to refund the payment he made from his Revolut account, as he believes Revolut should have done more to prevent him from being scammed in the first place. Revolut did not agree with this.

One of our investigators looked into this matter and he thought that, Revolut had provided a reasonable warning based on the answers Mr M had provided, when asked about the payment in question. So the Investigator concluded that Revolut had acted fairly and reasonably and so they didn’t uphold the complaint.

Mr M did not agree with this and therefore his complaint has been passed to me to issue 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 agree with the conclusions reached by the investigator for the following reasons.

It isn't in dispute that Mr M authorised the disputed payments he made from his Revolut account. The payments were requested by him using his legitimate security credentials provided by Revolut, and the starting position is that Revolut ought to follow the instructions given by their customers in order for legitimate payments to be made as instructed.

However, I've considered whether Revolut should have done more to prevent Mr M from falling victim to the scam, as there are some situations in which it should reasonably have had a closer look at the circumstances surrounding a particular transaction. For example, if it was particularly out of character.

In this instance Mr M's account was new and therefore Revolut did not have an account history to compare the payment to. So it didn't know what an unusual transaction would look like for Mr M. I am also mindful that this was a one-off payment. So I think a proportionate intervention would have been to stop the payment and ask questions about it.

In this instance the payment was stopped and questions were asked about it by Revolut. The important question asked was why he was making the payment. Mr M selected "making an investment". One of the options was "something else". I think the latter would have been the more accurate answer in the circumstances.

My understanding is that in September 2023, Revolut introduced as an option when selecting "something else" that one of the follow up options would have been making a payment as part of a job opportunity. I am not certain if this was an option when making the payment, though the formatting for the original questions suggests that the new questions were being used. But I don't think I need to make a finding on this because I think that Mr M would always have selected "making an investment" rather than something else. So even had there been a follow up option to give Mr M a job scam warning, Mr M would not have reached that screen. So I think that Mr M's choice of payment option meant that Revolut would never have been able to provide a relevant warning.

I am also mindful that Mr M did give inaccurate answers to other questions asked, such as him saying he had found the investment opportunity via friends and family - when he had been approached via a messaging service. He said the company he was investing in was FCA registered, when it was not. He also said he was investing in foreign exchange, equities, stocks and bonds, rather than selecting the option that related to crypto. Additionally, he told one of his other account providers that he needed a credit limit increase, on the same day as the Revolut transaction, in order to put a deposit down on a car - even though he was not buying a car at the time.

Finally, when a different payment provider asked why he was sending funds to Revolut (which were then sent to the scammer) he indicated that the payments were being made on instruction of friends and family, to purchase something from an online retailer from which he had already received what he had purchased.

So given that Mr M was clearly giving answers so as to circumvent interventions from other providers, I do not think it likely that Mr M would have been forthcoming with Revolut about what he was doing, in a way that would have allowed Revolut to provide a warning about job scams.

That said, even if Revolut was able to provide a warning that related to job scams, I do not think it likely that it would have stopped Mr M. I say this because Revolut did warn Mr M that the payment was likely to be a scammer, it also said that if the payment related to being able to 'unlock funds' then this was a scam. By this point Mr M was making payments to 'unlock tasks' to allow him to 'unlock profits'. So if this warning did not dissuade him, I don't think a job scam warning would've put him off from making the payments either. Additionally, the next payment he sent to the scammer, from his other account provider, Mr M said in his chats with the scammer that "*the only way to get my money back is to put the £14722 in*". In my view, this sounds like Mr M genuinely thought that by paying the money, he would release his funds, even though earlier in the day, he'd been warned that this was the hallmark of a scam. And despite the warning, this did not dissuade him making further payments. So even if Revolut had provided a more detailed scam warning, I don't think that this would have stopped the scam.

Taking everything into consideration, I don't think that Revolut could have stopped the scam with a proportional intervention.

I've also thought about whether Revolut could have done more to recover the funds after Mr M reported the fraud.

Revolut are under no obligation to refund the money to Mr M under the Contingent Reimbursement Model (CRM) Code as Revolut are not signed up to the code. I have also thought about whether Revolut could have contacted the receiving banks to recover the funds. But given the timescales involved before the scam was reported, I think the funds would have been moved on. So I don't think Revolut could have recovered the funds via other means.

I appreciate this will likely come as a disappointment to Mr M, and I'm sorry to hear he has been the victim of a cruel scam. However, I'm not persuaded that Revolut can fairly or reasonably be held liable for his loss in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 December 2025.

Charlie Newton  
**Ombudsman**