

The complaint

Mr S is unhappy Revolut Ltd (“Revolut”) won’t reimburse him for the money he lost when he fell victim to a scam.

What happened

The details and facts of this case are well-known to both parties, so I don’t need to repeat them at length here.

In short, Mr S was contacted about a job opportunity by a scam company that I will call B. Mr S was told that he would be paid to carry out a number of online tasks. But when he carried these out, he was told that he had to pay to unlock further tasks and withdraw his earnings.

Subsequently, Mr S made over 30 ‘push to card’ payments directly to cards linked to the scammer. He also sent transfers to the scammer from accounts he held with different providers as well. The payments from his Revolut account took place between 11 January 2024 and 26 January 2024 and totalled over £6,000. Shortly after this, Mr S realised that he had been scammed.

Mr S made a complaint via a representative to Revolut and requested that the above transactions be refunded. It declined to do this.

One of our investigators looked into this matter and he thought that, due to the answers provided in an online chat between Mr S and Revolut, it was prevented from uncovering the scam. He also thought that, had payments been stopped entirely, Mr S would have likely sent funds via other means to B.

As Mr S (who is no longer being represented) didn’t accept the investigator’s findings, the matter was referred for an ombudsman’s 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.

In broad terms, the starting position at law is that an Electronic Money Institution (“EMI”) such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer’s account.

But, taking into account relevant law, regulators’ rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Revolut should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;

- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so, given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Revolut sometimes does including in relation to card payments);
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multistage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

So, I've gone onto consider, taking into account what Revolut knew about the payments, at what point, if any, it ought to have identified that Mr S might be at a heightened risk of fraud that merited its intervention.

Mr S's account was a new account, so Revolut did not have a payment history to compare the payments to, to understand what was typical expenditure for Mr S. Given this, I think that the few payments Mr S carried out were not large enough or formed a pattern indicative of a scam. That said though, when Mr S made around 11 payments on the same day to a new beneficiary on 12 January 2024, I think that was unusual enough that Revolut should have intervened at that point and asked questions about the payments – for example, asking why was Mr S making multiple payments to the same payee when he could've just sent the money in one payment. But I don't think that this would have stopped the scam because, when Revolut did intervene later in the scam, Mr S was told by the scammer what to say in order to allow the payments to go through.

Mr S explained that he was buying something from friends and family and he had met them face to face in order to get the payment details. This is despite one of the payment reason options being "As part of a job opportunity". This effectively prevented Revolut from providing a relevant warning about the payments. When Revolut did ask further questions, Mr S confirmed that he was purchasing a car. Revolut asked for an invoice to show that he was purchasing a car. Mr S cancelled the transaction, then sent the funds to a different provider and then sent them on to B anyway.

So had Revolut intervened earlier I think it's clear that Mr S would have likely provided misleading answers based on guidance from the scammer. Had Mr S done this, then this would either have allowed the payments to go to B, or if the payments were stopped, Mr S would have found other ways to circumvent Revolut's fraud prevention measures and sent the funds to B anyway.

Ultimately, Revolut was only required to take proportionate steps to try and protect Mr S from financial harm. I'm not persuaded he would've shared anything concerning with Revolut had it questioned him more about what he was doing. So overall, I think that Revolut could have intervened more than it did. But I don't think that it could have prevented the scam for the reasons set out above.

Could Revolut have done anything else to recover Mr S's money?

I've also thought about recovery of the payments once Revolut became aware of the situation. These were "Push to Card" payments, and it is my understanding that currently, there's no clear mechanism to request a recall of funds sent in this manner. Also, given that there was four days between the last payment and the scam being reported, I think it likely that the funds would have already been moved on anyway, even if Revolut had tried to recover the funds.

I appreciate this will come as a disappointment to Mr S, and I'm sorry to hear he has been the victim a scam. However, I'm not persuaded that Revolut can fairly or reasonably be held liable for the losses that he said he incurred in these circumstances.

My final decision

Because of the reasons given above, I do not uphold this complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 July 2025.

Charlie Newton
Ombudsman