

The complaint

Ms H complains that Revolut Ltd did not refund a series of payments she lost to a scam.

What happened

Ms H found an individual on social media who claimed to have a fully remote job opportunity. She looked into the website and felt it looked genuine, so signed up. However, this turned out to be a scam. Ms H was convinced to send money from her Revolut account to a cryptocurrency wallet in her name, before passing it onto the scammers. She was told that the job entailed reviewing products, but she had to use her own money to process tasks in order to earn commission. Ms H made the following

Date	Amount
11 April 2022	£2,000
11 April 2022	£1,000
29 April 2022	£500
11 May 2022	£600
12 May 2022	£550
11 June 2022	£500
14 June 2022	£950
18 June 2022	£300
19 June 2022	£800

By late June, Ms H believed she had completed all of the orders and attempted to withdraw her funds. But she was then told she had to pay £2,200 to activate the withdrawals. When she refused, the communication stopped, and she was no longer able to log into her account.

Ms H raised a scam claim with Revolut in August 2023, but Revolut did not agree to reimburse her. In summary, they did not think they were at fault for processing the transactions as they did not think the payments were suspicious.

The complaint was referred to our service and our Investigator looked into it. They did not think the payments were unusual enough to have warranted intervention from Revolut, so they did not agree reimbursement was due. Ms H's representative did not agree. They highlighted that Ms H had fallen victim to an investment scam a few months prior to this scam, which our service had upheld at view stage. They felt that if Revolut had provided a scam warning for the earlier investment scam, Ms H would have been more wary and not fallen victim to this job 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.

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 Ms H authorised the payments in question as she believed they were part of a legitimate job opportunity. So, while I recognise that she didn't intend the money to go to scammers, the starting position in law is that Revolut was obliged to follow Ms H's instruction and process the payments. Because of this, she 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 Ms H's account safe.

I've reviewed Ms H's statements and considered if the payments in question warranted intervention from Revolut prior to them being processed. On balance, I just don't think they were so unusual that Revolut should reasonably have stepped in and carried out further checks before processing them. They were relatively spaced out and were not of a particularly high value. So, I don't think Revolut missed an opportunity to meaningfully reveal the scam.

Ms H's representative has highlighted that our service has upheld an earlier investment scam Ms H fell victim to, which we've said Revolut should have intervened on. They therefore think had Revolut provided relevant scam education to Ms H, she would not have fallen victim to the job task scam.

However, I don't agree with this logic. This was a fundamentally different kind of scam, with different characteristics. So, I don't necessarily think scam education around investment scams would have prevented Ms H from falling victim to a job task scam. And from what Ms H has said, it appears she realised she had been the victim of an investment scam prior to becoming involved in the job scam. But unfortunately, this knowledge did not protect her from falling victim again. I therefore think it is unlikely any earlier investment scam warnings would have prevented the job scam from occurring.

I'm really sorry to disappoint Ms H, as I know she's lost this money. But I'm not satisfied that I can fairly ask Revolut to refund her loss based on the evidence that is available.

My final decision

I do not uphold Ms H's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 14 February 2025.

Rebecca Norris
Ombudsman