

The complaint

Ms S complains that Revolut Ltd did not reimburse the funds she lost to a scammer.

What happened

Ms S fell victim to a task-based job scam, in which she had to complete a set number of tasks per day to earn a salary and commission. Some 'luxury packages' cost money to complete, meaning Ms S had to deposit her own funds, via cryptocurrency. Ms S funded this via her existing Revolut account and made the following payments:

Payment #	Date	Amount	Payment type
1	30/05/2023	£40	Transfer
2	01/06/2023	£48	Transfer
3	01/06/2023	£60	Transfer
4	01/06/2023	£54	Transfer
5	02/06/2023	£138	Transfer
6	03/06/2023	£315	Transfer
7	03/06/2023	£1,262	Transfer
8	03/06/2023	£1,321	Transfer
9	03/06/2023	£3,085.91	Card Payment
10	05/06/2023	£2,072.68	Card Payment
11	06/06/2023	£2,065.69	Card Payment

Ms S tried to withdraw her funds after completing her tasks but was unable to and at that point she realised she had been the victim of a scam. She raised a scam claim with Revolut who did not agree to refund her, as they said they had provided relevant warnings.

Ms S referred the complaint to our service and our Investigator looked into it. Initially, they upheld the complaint as they felt Revolut should have intervened on the 9th payment, and it was more likely this would have stopped Ms S from making further payments towards the scam. Revolut did not agree with this and provided extensive reasons as to why.

The complaint was passed to another Investigator, who looked at the evidence afresh. They did also feel Revolut should have intervened on the 9th payment and provided a tailored, automated cryptocurrency investment scam warning, as it was identifiably going to cryptocurrency. However, because Ms S had fallen victim to a job scam, they did not think a warning relevant to cryptocurrency investment scams would have resonated with Ms S and prevented her from making further payments. So, they did not recommend the complaint be upheld.

Ms S's representative did not agree with the findings. In summary, they felt the warnings provided by Revolut were generic and not specific to her circumstances, and they did not think Revolut took the relevant steps to warn her about the cryptocurrency payments.

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 S 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 S'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 S's account safe.

Ms S had an existing account with Revolut that she used to facilitate the scam payments. Looking at her general account usage and the value of Payments 1 to 6, I don't think these were unusual enough to warrant any form of intervention from Revolut. They were not of a particularly high value and did not appear out of character when compared to Ms S's genuine account usage. They payees were also various individuals and it was not clear the funds were going to cryptocurrency.

I can see that payments 7 and 8 were picked up by Revolut for additional checks, and they asked Ms S what the purpose of the payments were. These were of a slightly higher value than the previous payments and were to a new payee, so I can understand why they were flagged. I can see Ms S selected 'goods and services' as the payment purpose. While there was a more suitable option of 'cryptocurrency' – I can understand why she selected 'goods and services', as she was purchasing something with the funds. As a result of this, Revolut gave Ms S general warnings about scams related to goods and services.

I think Revolut acted proportionally to the risk level these payments posed when it asked Ms S for more information about them. When Ms S selected 'goods and services', Revolut provided her with warnings as I would have expected them to. As there was no indication these payments were going to cryptocurrency and the values were not particularly high, I think it is reasonable that Revolut did not have any additional concerns about them and did not carry out further checks.

Payment 9 was going to a known cryptocurrency provider, and the funds were therefore identifiably going to cryptocurrency. The value of the payment was also increased again and there was a slight increase in the frequency of payments. With all of this in mind, I think it would have been reasonable for Revolut to provide a tailored cryptocurrency warning to Ms S before processing payment 9. I think this should have included the most prevalent features

of cryptocurrency scams at the time, namely cryptocurrency investment scams.

But I have to keep in mind that Ms S had not fallen victim to an investment scam, and instead she was victim to a task-based job scam which has very different features. I therefore think it is unlikely that the kind of warning I would have expected Revolut to provide in June 2023 would have reasonably had an impact on Ms S's decision to carry on with the payments. This is because I would not have expected it to highlight the features of a job scam. With this in mind, I do not think Revolut missed an opportunity to meaningfully reveal the scam when it did not provide Ms S with a warning on payment 9.

Ms S went on to make two further payments to the cryptocurrency provider over the next few days. These were for slightly smaller amounts and, on balance, I don't think the value or the pattern of the payments was significant enough to warrant further intervention by Revolut. I therefore do not think Revolut has made an error when it did not intervene in these final two payments.

Revolut attempted to recover the transfers to other accounts but was unsuccessful, and I don't think was unreasonable considering the time elapsed between the scam occurring and when they became aware of it.

Revolut has correctly set out that they were unable to raise a chargeback claim for the card payments. The chargeback scheme is voluntary and run by the card issuers and not Revolut. Its purpose is to resolve disputes between merchants and consumers. In this case, Ms S's dispute is with the scammer and not the merchant, and I note the merchant has provided the service paid for, namely the purchasing of cryptocurrency. So, I agree there was no grounds for Revolut to raise a chargeback claim in the circumstances.

I understand that this will be very disappointing for Ms S, and I recognise that she has been the victim of a cruel and manipulative scam. But I do not consider that it would be fair to hold Revolut responsible for her loss, so I won't be asking it to refund any of that loss to her.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 23 April 2025.

Rebecca Norris

Ombudsman