

## **The complaint**

Miss M complains that Revolut Ltd failed to sufficiently intervene causing her to fall victim to authorised push payment (APP) employment scams.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Miss M fell victim to two fake job scams after she came across them advertised online as remote data entry roles. After making further enquiries she discovered commission was paid based on the number of review tasks completed. However, she would also be required to pay: for the product she was reviewing, to release more job tasks and to obtain her earnings. Miss M subsequently discovered that she'd fallen victim to a scam when she couldn't release her earnings. In total Revolut says she sent payments totalling £11,702.82 to the scammers between 14 August 2023 and 28 September 2023. However, it appears she also received around £180.00 from the scammers.

Our Investigator didn't uphold the complaint as she did not consider that the value or frequency of the payments should have been of concern to Revolut. She highlighted the payments were completed by 3D secure and when questioned on what some of the payments were for Miss M did not select the correct option. This meant she was not shown the most applicable warning for the scam she was falling victim to. Miss M disagreed and requested a decision.

As our Investigator couldn't resolve the matter informally the case 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. 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.

I don't doubt Miss M has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean she is automatically entitled to recompense by Revolut. It would only be fair for me to tell Revolut to reimburse Miss M for her loss (or a proportion of it) if: I thought Revolut reasonably ought to have prevented all (or some of) the payments Miss M made, or Revolut hindered the recovery of the payments Miss M made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I have kept in mind that Miss M made the payments herself and the starting position is that Revolut should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. I appreciate that Miss M did not intend for her money to ultimately go to scammers – but she did authorise these payments to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the 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 - Revolut should fairly and reasonably:

- Have been monitoring accounts 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- Have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so.

So, I've thought about whether the transactions should have highlighted to Revolut that Miss M might be at a heightened risk of financial harm due to fraud or a scam.

Having considered Miss M's payments I'm not persuaded that Revolut should have been concerned with them. The payments would not have appeared to be suspicious or unusual because they were not of such a value, or completed at such a frequency, that I would have expected Revolut to have intervened. They were also of fluctuating amounts to a variety of beneficiaries, with some credits arriving too. So, I do not consider enough of a pattern formed to suggest Miss M might be at a heightened risk of financial harm due to fraud or a scam. Because of this, I'm not persuaded Revolut reasonably ought to have been concerned.

However, I've noted that Revolut still did intervene on some of Miss M's payments. Revolut has confirmed she was shown new beneficiary warnings on her payments for £594.89 on 27 July 2023 and £1,159.06 on 30 July 2023. Following these warnings, Miss M was asked the reason for these transactions and she selected "Buy or rent goods or services". So, she was shown a tailored scam warning appropriate to this selection. As Miss M still wanted to continue after this warning she would then have completed a "Risk agreement" to confirm she understood she may lose her money. Had Miss M selected more applicable payment options, e.g. linked with a job opportunity, she would have been shown a more appropriate warning which may have resonated with her and uncovered the scam.

I can appreciate why Miss M may well have felt selecting the goods/services option may not have seemed too unusual – ultimately she believed she had to purchase the product for review. However, she has also confirmed to us that she wasn't expecting to ever receive the product. So, I still think at this point Miss M could have selected the more appropriate reason for these transactions.

I have kept in mind that Revolut should have identified when Miss M's later payments were going to cryptocurrency exchanges as the merchants are well-known. However, that doesn't mean they *all* should automatically be treated as suspicious; particularly when there are no other concerning factors about the payments. Many banks have made the commercial decision to prevent their customers from using their service to send money to cryptocurrency exchanges. Albeit investing in cryptocurrency is a highly risky endeavour, it is ultimately a legitimate one and so certain banks and Electronic Money Institutions (EMIs) do permit transfers to cryptocurrency exchanges. Considering the payments to cryptocurrency exchanges, I also do not think they showed the red flags necessary to suggest Miss M may be falling victim to a scam. The payments were also of fluctuating amounts, over a variety of days.

I've also noted some payments were made via a money remittance service, which is usually used to facilitate payments in a different currency to send to another country. It's not unusual for there to be standalone larger payments via such a service. Ultimately, I do not think there was enough of a pattern formed with these payments either - considering the value and frequency of them.

I think it's important to highlight that there are many payments made by customers each day. It's not reasonable to expect Respondent to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers and not unnecessarily disrupting legitimate payment instructions. So, although there were some payments taking place on the same day I do not think they were to the level which should have caused Revolut concern. But, as I have highlighted above, even where an intervention did occur Miss M did not select the correct reason to allow it the opportunity to uncover the scam.

I'm very sorry to disappoint Miss M. However, I don't think Revolut should have taken any further action. So, it wouldn't be reasonable for me to ask it to refund the payments she made.

### Recovery

I would expect Revolut to consider whether there were any recovery options available after being made aware of the scam. However, I do not think there was anything further Revolut could have done here to successfully recover Miss M's funds.

There is no recovery mechanism available for the push to card payments Miss M made, so I don't think there was any action Revolut could have taken here to recover those funds.

The only method of recovery Revolut had for the card payments to the money remittance provider was to request a chargeback. However, Miss M didn't make the payments to the scammer directly, but via the money remittance provider. The service would have been provided by the money remittance provider by ultimately ensuring the funds reached the chosen destination by Miss M. Ultimately, I've seen no evidence the money remittance provider failed to provide the requested service to Miss M. The fact that this service occurred because of a scam doesn't give rise to a valid chargeback claim.

Similarly with the cryptocurrency exchange, Miss M didn't make the payments to the scammer directly. The funds were sent to the cryptocurrency exchange, before then being converted as necessary and sent to the scammer. But, as the service would have been provided by the exchange I do not think a chargeback would have been successful.

Although I've noted Revolut did refund £357.00 of the card payments made, that does not mean it has to refund the rest as well. I say this because I've not highlighted any error which means Revolut should do so. Nor do I think any additional award is required.

Therefore, Revolut Ltd could not have done anything further after Miss M alerted them and so I won't be asking it to do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 September 2025.

Lawrence Keath  
**Ombudsman**