

The complaint

Mr A complains that Revolut Ltd won't refund money he lost to a scam.

Mr A is represented by a firm I'll refer to as "C". For ease, I have referred to comments made by C as though Mr A himself made them.

What happened

The details of this complaint are well known to both parties, so I won't repeat it all again here.

In summary, Mr A said he was approached on an online messaging service by someone claiming to be a consultant providing information on visa opportunities abroad. In September 2024 Mr A paid the scammer a total of £4,259.45 to assist him with a visa application.

Mr A realised he had been scammed when the scammers became unresponsive and eventually blocked him from contacting them. He raised the matter with Revolut but it didn't reimburse the money he lost.

Our investigator didn't think the complaint should be upheld. He thought the actions Revolut took were proportionate to the risk associated with the payments. Our investigator also didn't think it did anything wrong by providing warnings relevant to more common and established scam types.

Mr A didn't accept our investigators opinion. He says the fact that it was a new payee, they were international payments, made in close proximity to each other and Revolut had information about the purpose of the payments that was highly unusual should have led to human intervention and this would have prevented the scam.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

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 outcome our investigator reached and for similar reasons.

Firstly, I want to clarify that I've taken into account the detailed submissions from both parties in reaching my decision. However, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. Rather, I've focused on setting out what is key to my decision.

In broad terms, the starting position at law is that Revolut is expected to process payments and withdrawals that a customer authorises it to make. And in accordance with the Payment Services Regulations and the terms and conditions of the account, Mr A is liable for the loss.

However taking into consideration the relevant regulatory rules and guidance, codes of

practice and good industry practice, Revolut should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud.

That said, it's not reasonable to expect Revolut 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.

I don't find the payments to have been sufficiently unusual or out of character in light of Mr A's typical account usage to have been concerning. This was not the first instance in which Mr A transferred funds overseas. The payments were not made in particularly quick succession which is a pattern we often see where a scam is involved. In fact, there were more than 24 hours between the two payments Mr A made. And when considered in the context of the vast number of payment instructions Revolut receives, I don't find they were of significant enough value to raise concern that Mr A might be at an increased risk of financial harm.

Nevertheless Revolut did intervene when Mr A made the first payment and enquired about its purpose. When asked Mr A selected other and wrote "EB2 NIW visa assistance". I don't think the fact he said he was paying for assistance with a visa was enough to put Revolut on alert that Mr A might be falling victim to a scam. However it still had concerns about the payment and asked further questions. Mr A confirmed that he wasn't told which option to select, or that his account wasn't safe, he wasn't asked to download screen sharing software and he wasn't told to ignore Revolut's warnings. I think the questions were appropriate for the potential risks Revolut identified.

Revolut also provided Mr A with warnings relevant to the most common scams at the time, but unfortunately the warnings didn't resonate with Mr A as the circumstances surrounding this scam differed. Even so, I find the general warnings it provided reasonable intervention in the circumstances and proportionate to the risk concerns it had. Considering the payment was relatively low in value and what Revolut knew about the circumstances surrounding it, I don't think it was concerning enough to warrant further intervention by Revolut (e.g. directing Mr A to discuss the payment with a member of staff). So, I don't think Revolut could have prevented Mr A's loss.

I've also considered whether Revolut did enough to try to recover Mr A's funds when it was made aware of the scam and I think it did. Revolut contacted the recipient bank but unfortunately it confirmed that it was unable to recover the funds from the beneficiary's account.

I have carefully considered all that happened here. I appreciate that Mr A has been the victim of a cruel scam and I sympathise with him, but I must put aside my feelings and consider the matter impartially. For the reasons outlined above, I cannot fairly or reasonably hold Revolut responsible for the loss.

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 Mr A to accept or reject my decision before 10 July 2025.

Oluwatobi Balogun

Ombudsman