

## The complaint

Mrs P complains that Revolut Ltd won't refund money she lost when she was a victim of a scam.

## What happened

The background to this complaint is well known to both parties and so I'll only refer to some key events here.

In 2024 Mrs P fell victim to a task-based job scam. She saw a remote work opportunity advertised on social media and, after clicking the link, she was taken to a website where she provided her personal information. Following this, she was contacted on an instant messenger application and told that the job opportunity involved helping *"tourism service brands to become well-known and reputable globally and attract more customers..."*. And to do this it required completing sets of 38 'orders' to promote their work. Mrs P was told the average daily income was £150-£200 and that, if she worked seven consecutive days, she would earn an additional £500.

As part of the job, there were 'lucky bonuses' that increased Mrs P's earnings. But these resulted in her account going into a negative balance and to rectify this, a deposit of funds was required. To do this, the scammer showed Mrs P how to fund her account by purchasing crypto – directing her to open a wallet with a legitimate crypto provider. Mrs P went on to make the following debit card payments to the scam account via the crypto provider:

Transaction Date	Amount
19 May 2024	£61
19 May 2024	£155
12 June 2024	£450
18 June 2024	£620
20 June 2024	£970
21 June 2024	£1,000
<b>Total</b>	<b>£3,256</b>

Mrs P realised she'd been scammed when she was unable to make a withdrawal and was persistently asked for further funds. She refused and was met with silence.

Mrs P informed Revolut of the scam payments in August 2024. Revolut directed Mrs P to raise a chargeback claim, but then subsequently told her there weren't any dispute rights (and so couldn't refund her).

A complaint was raised in October 2024, but Revolut's position didn't change. They said the chargeback process is framed by a very detailed and consistent set of rules. And, essentially, the process includes two types of claims – fraud or dispute – with dispute claims raised for these transactions. The outcome of the claims was that they had no right to

dispute them as they were money orders - and once a money order is processed, the service is considered provided and as described. This decision not to continue with the claims was final. If Mrs P considered she has been defrauded and wanted to pursue it further, they advised her to contact the relevant authorities.

The complaint was referred to the Financial Ombudsman. Our Investigator didn't think Revolut had to do anything further. She said the payments wouldn't have been particularly unusual or suspicious to Revolut – given they were of a low value and the period of time they made over. So, she wouldn't have expected Revolut to have carried out additional checks before processing the payments. Our Investigator also didn't think Revolut could've done anything more to recover Mrs P's funds.

Mrs P didn't agree and asked for a final decision. The matter 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.

I'm sorry Mrs P has been the victim of a scam, and I don't underestimate the impact this has had on her as it is a lot of money she has lost. I can therefore understand why Mrs P is doing everything she can to recover it. But while I'm sympathetic to Mrs P's situation, I must consider whether Revolut is responsible for the loss she has suffered. I know this won't be the outcome Mrs P is hoping for, but for similar reasons as our Investigator, I don't think they are. So, I don't think Revolut have acted unfairly by not refunding the payments. I'll explain why.

In broad terms, the starting position in law is that an electronic money institution (EMI) is expected to process payments that their customer authorises them to make. It isn't disputed that Mrs P knowingly made the payments from her Revolut account – albeit under the direction and guidance of the scammer. And so, I'm satisfied she authorised them. Therefore, under the Payment Services Regulations 2017 and the terms of her account, Revolut are expected to process Mrs P's payments and she is presumed liable for the loss in the first instance.

However, taking into account the regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Revolut to take additional steps or make additional checks before processing a payment to help protect customers from the possibility of financial harm from fraud.

So, the starting point here is whether the instructions given by Mrs P to Revolut (either individually or collectively) were unusual enough to have expected additional checks to be carried out before the payments were processed.

When considering this, I've kept in mind that EMIs process high volumes of transactions each day. And that there is a balance for Revolut to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate – as it wouldn't be practical for EMIs to carry out additional checks before processing every payment.

The payments being disputed here were of a low value – with the highest being £1,000. And so, they wouldn't have presented a high risk of financial harm from fraud to Revolut based on their individual value. The payments were also of a relatively low value collectively, being just over £3,000 in total, and spread across six payments over the period of about one

month. And so, while the payments did increase in value (which can be a potential indicator of fraud or a scam), their low value and the duration of time over which they were made meant – in my view – the payment pattern/activity didn't present an increased risk.

Mrs P's payments went to a legitimate crypto provider as part of the scam - which carries a known fraud risk that Revolut ought to have considered as part of their requirement to monitor unusual patterns of account activity to prevent potential financial crime. But while crypto providers are sometimes used for this purpose, they're also used by many individuals to invest in crypto legitimately. Because of this, I wouldn't necessarily have expected Revolut to have carried out additional checks before processing the payments simply because they were going to a crypto merchant. But rather, I would expect them to take steps to protect customers that are proportionate to the identifiable risk.

In these circumstances and given, as I've said, there is a balance for Revolut to find between questioning transactions and allowing customers to use their account without unreasonable friction, I don't think Revolut would've had sufficient reason to suspect Mrs P wasn't making the payments for anything other than legitimate crypto purposes – as the activity didn't have the typical traits of fraud or a scam.

It follows that, while there are circumstances where it might be appropriate for Revolut to take additional steps or make additional checks before processing a payment, for the above reasons, I wouldn't have expected that here. And so, I think it was reasonable for Revolut to process the payments upon receiving Mrs P's instruction(s).

I've also considered whether, on being alerted to the scam, Revolut could reasonably have done anything to recover Mrs P's losses, but I don't think they could. The only possible option for recovery would've been for Revolut to have attempted a chargeback against the payee – that being the crypto provider. But this likely wouldn't have had any reasonable prospect of success. This is because the payments were for the purchasing of crypto which had been provided to Mrs P – so she received the service she paid for.

It follows that, while I have a great deal of sympathy for Mrs P as I appreciate she is the innocent victim of a scam, I cannot fairly direct Revolut to refund her. For the above reasons, I think Revolut have acted fairly and so I'm not going to tell them 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 Mrs P to accept or reject my decision before 24 June 2025.

Daniel O'Dell  
**Ombudsman**