

The complaint

Mr A complains that Revolut Ltd hasn't protected him from losing money to a scam.

What happened

On 30 January 2025 I issued my provisional decision on this complaint. I wanted to give the parties a chance to respond before I issued my final decision. That provisional decision forms part of this final decision and is copied below.

"The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, I understand that between March and May 2022 Mr A made 89 debit card payments from his Revolut account to buy cryptocurrency which he lost to a task-based job scam. Some of the payments were made in GBP and some were made in EUR, and according to my calculations the payments totalled almost £60,000 plus over €9,000. It appears Mr A received credits back from the crypto exchange of £7,607.16.

Mr A got in touch with Revolut after he realised he'd been scammed. Ultimately, Revolut didn't reimburse Mr A's lost funds, and Mr A referred his complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a decision.

What I've provisionally 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'm not minded to uphold this complaint. I'll explain why.

First, let me say, if Mr A has been the victim of a scam here, he has my sympathy. Ultimately, however, Mr A has suffered his loss because of fraudsters, and this doesn't automatically entitle him to a refund from Revolut. It would only be fair for me to tell Revolut to reimburse Mr A his loss (or part of it) if I thought Revolut reasonably ought to have prevented the payments (or some of them) in the first place, or Revolut unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

Prevention

I'm satisfied Mr A authorised the relevant payments. Revolut would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mr A is presumed liable for the loss in the first instance, in circumstances where he authorised the payments. That said, as a matter of good industry practice Revolut should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Revolut to stop and check every payment instruction. There's a balance to be struck between identifying

payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In this case I note that Revolut appears to have not intervened in any of Mr A's payments before allowing them through. Most of Mr A's payments were for amounts of under £500 such that I wouldn't reasonably expect Revolut to have been concerned about them, in terms of proportionate fraud monitoring, on the grounds of the size of those individual payments. However, Mr A made some larger payments, for example a payment of £5,000 in April 2022. In any event, given the frequency of the payments, I'm persuaded Revolut ought to have recognised Mr A was at heightened risk of financial harm from fraud when making these payments.

Unfortunately for Mr A, though, and I know he'll be disappointed by this, it doesn't automatically follow that it would be fair for me to say Revolut should have prevented the payments. And in this case, I think if Revolut had intervened in the payments as I'd reasonably expected it to have done, that Mr A would unfortunately most likely still have made and lost the payments to the scam.

I say this because not all payments made for cryptocurrency are the result of a scam, and task-based job scams like the one Mr A appears to have fallen victim to here weren't as prevalent or well-known in 2022 (at the time Mr A was scammed) compared to now. So I don't think it would be fair for me to apply the standards of knowledge and intervention I might expect of Revolut now to what I'd expect at this time in 2022. Furthermore, I note that Mr A has explained that: he discovered this 'opportunity' through his friend ("C"); it was an "invite only platform"; he'd spoken to his friend C who "had been performing tasks on this platform for a while, and had received good returns" and had "demonstrated the profits they were making". Mr A has also said that he "checked online and found videos regarding the opportunity" and he "could see that the platform had a head office in Singapore, and had been operating since 2015" and that he found the "platform/app was very professional" and this "reassured" him. Mr A has also said he'd been able to withdraw from the platform at the start, and that he received his returns for two months and "it was smooth and always on time" – so this made him "believe the investment was genuine as [he was] earning [his] profits as mentioned".

So whilst there are cases where proportionate and appropriate interventions from Revolut could prevent losses to fraud, I'm not persuaded this is most likely one of them. I haven't seen anything to make me think Revolut could have known Mr A was definitely being scammed. It most likely could only reasonably have provided him with robust warnings. But ultimately given his friend had invited and recommended this to him, and bearing in mind everything else he's said about how he was convinced it was legitimate, I'm not persuaded I can fairly say Revolut's failure to intervene in the payments is the proximate cause of Mr A's losses to this scam. In other words, I think if Revolut had intervened in the payments as I'd reasonably expected it to have done, that Mr A would unfortunately most likely still have made and lost the payments to the scam.

Recovery

The only potential avenue for recovery of these debit card payments (after they were made) would have been through the chargeback scheme. However, I understand these payments were made from Mr A's Revolut debit card to a legitimate crypto exchange (and not directly to the scammers). This means the merchant here, for chargeback purposes, would be the crypto exchange (and not the scammers). The crypto exchange would have legitimately provided the services intended, exchanging Mr A's payments into cryptocurrency. The subsequent transfer of the cryptocurrency onto the scammers would not give rise to a valid chargeback claim through Revolut. So I don't think these payments were recoverable through Revolut once they had been made.

I'm sorry Mr A was scammed and lost this money. However, despite my natural sympathy, I can't fairly tell Revolut to reimburse him in circumstances where I'm not persuaded it reasonably ought to have prevented the payments or to have recovered them.

My provisional decision

For the reasons explained, I'm not minded to uphold this complaint."

Revolut didn't respond to my provisional decision.

Mr A's representative responded to my provisional decision and said, in summary, that job scams were prevalent before Mr A made these payments; that there is no evidence that Mr A would not have been honest if Revolut had questioned him appropriately; such that the scam ought reasonably to have been uncoverable and preventable by Revolut. Mr A's representative also says that Mr A says "*the person who introduced me to the scam whom I referred to as a friend, is not a dear friend, he is a colleague I meet occasionally in the streets while I work as a delivery driver*", such that, Mr A's representative says, Mr A would most likely have listened to Revolut's concerns had it appropriately expressed them.

Now both parties have had fair opportunity to respond to my provisional decision, I'm ready to explain my 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 very 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 focussed 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 haven't. 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.

Having reviewed everything again, including Mr A's representative's points made in response to my provisional decision, I haven't changed my mind. I've reached materially the same conclusions as in my provisional decision and for materially the same reasons. I won't unnecessarily repeat them here.

I've thought carefully about the points Mr A's representative has made. But I haven't concluded that the complaint should fail because Revolut ought not to have known about job scams at the time of the payments – that is not what I said in my provisional decision.

Instead, as I explained in my provisional decision, it is that task-based job scams like this one weren't as prevalent or well-known in 2022 (at the time Mr A was scammed) compared to now. So I don't think it would be fair to apply the standards of knowledge and intervention I might expect of Revolut now to what I'd expect at this time in 2022.

I also explained in my provisional decision why I don't think Revolut could have known Mr A was definitely been scammed, and why it most likely could only have provided him with robust warnings, but that given the particular circumstances in this case, as explained in my provisional decision, I think if Revolut had intervened in the payments as I'd reasonably expected it to have done, that Mr A would unfortunately most likely still have made and lost the payments to the scam. What Mr A has said about his friend doesn't change my mind about this because it's clear Mr A found things convincing and I don't think Revolut likely would have changed his mind about continuing with his payments.

My final decision

For the reasons explained, I don't 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 20 March 2025.

Neil Bridge
Ombudsman