

## **The complaint**

Mr A complains about Revolut Ltd.

He says that he has been the victim of a scam and would like Revolut to refund him the money he has lost as a result.

## **What happened**

Mr A was looking for a rental property online and came across suitable accommodation on a legitimate website.

He made contact with the agent and agreed to let the property. He made three payments to cover a holding fee, deposit and six months' rent upfront as set out below.

- 11 December 2023 - £515
- 12 December 2023 - £2,060
- 21 December 2023 - £13,398

The first two payments were made to the agent's business account, with the final payment being made to the agents personal account directly.

However, the day before he was due to move in, he was notified that the family living in the accommodation had an emergency and were unable to leave on time. Contact was then cut, and Mr A realised he had been the victim of a scam.

Mr A made a complaint to Revolut about what had happened and said that it should have done more to protect him, but it did not uphold his complaint, so it was brought to this Service.

Our Investigator looked into things, but didn't think that the complaint should be upheld. They explained that while Mr A was not at all to blame for what happened, Revolut had taken the appropriate steps to try and uncover a potential scam but wasn't able to do so.

Mr A asked for an Ombudsman to make a final decision, so the complaint has been passed to me.

## **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 have decided not to uphold this complaint, for broadly the same reasons as our Investigator. I know that this will not be welcome news to Mr A – he has lost a huge amount of money to a cruel scam, and I am very sorry for what has happened to him. And I understand she would want to try and recoup his losses. But I need to decide if Revolut can fairly and reasonably be held responsible for this.

In broad terms, the starting position at law is that an Electronic Money Institution (“EMI”) such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer’s account.

But, taking into account relevant law, regulators’ rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Revolut should:

- Have been monitoring accounts and any payments made or received 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. This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- 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;
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- Have been mindful of – among other things – common scam scenarios, how fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

Revolut has shown that it intervened on all three of the payments Mr A made – it asked him a series of tailored questions via its app about what he was doing and why. Mr A was honest in his answers – he told it that he was paying for a rental property. And Revolut provided him with the relevant type of warning for this scam.

It asked him if he had seen the property in person – which Mr A confirmed that he had not, and so it provided further guidance about researching the seller, using a secure payment method and to get proof of ownership of the property. It then told Mr A that the payments were high risk – and Mr A accepted this and continued with the payments.

I don’t blame Mr A for what happened here – he had found the property on a legitimate website and had seemingly been provided with the correct paperwork. The only thing that he had not done was visit the property in person for a viewing as he was abroad at the time, and although he had tried to arrange for his partner to view the property, he was given plausible reasons why this was not possible.

I am also not persuaded that a human intervention from Revolut via its app would have made a difference here. Mr A had nothing to hide, and at the time, everything seemed above board with seemingly legitimate paperwork in place. Revolut had already told him to do more research when Mr A said he hadn’t seen the property in person, and Mr A was satisfied with what he had done – so I don’t think this would have prevented the payments going through.

The final and largest payment was made directly to the scammers personal account – and Mr A’s representative’s say this should have alerted to Revolut that this may have been a

scam – it says Revolut should have picked up on this change as Mr A had been paying the agency directly before.

However, Mr A had tried to make this payment to the agency account he had made the first two payments to from his overseas account, and it had bounced back, losing him money. He was directed to pay the agent directly to their personal account as to not cause any delays – either from his overseas account or from Revolut – and I don't think that he would have had any doubts about doing this, especially as his money was initially returned to him.

In any event, Revolut did intervene, asked him the same questions as before, and provided him with the same warnings about the payment – Mr A was happy to proceed knowing that he hadn't viewed the property in person, and at this point, there didn't appear to be anything untoward about what he was doing. If Revolut had forced Mr A into its in-app chat, I think he would have explained why he was paying the agent's personal account as his money was being returned to him and that he was happy with the paperwork he had received – so I don't think this would have prevented the payment being made.

I'm also satisfied that Revolut attempted to recover Mr A's funds on his behalf as soon as it was aware of the scam – but its attempts to recover the money were unsuccessful – so I don't think there was any more it could have done to recover his funds.

I am very sorry for what has happened to Mr A – he has lost a lot of money to a cruel and manipulative scam – but the fault for this loss lies with the scammer – not Revolut. And I can't ask it to refund him when I don't think it has done anything wrong.

### **My final decision**

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 22 October 2025.

Claire Pugh  
**Ombudsman**