

The complaint

Miss H complains Revolut Ltd (“Revolut”) hasn’t refunded funds she says she lost as the result of two scams.

What happened

Both parties are familiar with the circumstances of the complaint, so I’ll only summarise the details here.

Miss H said she was unemployed and looking for work when she was contacted via a messaging service about a job opportunity. She said the role was for a digital marketing firm which helps merchants optimise their apps and increase their ranking among competitors.

Miss H said she completed training and the role involved completing daily tasks for commission and there would be a fixed salary. Miss H opened an account on the firm’s platform and began completing tasks. She’s explained while completing tasks she was faced with a negative balance and was told to deposit funds to continue, and that she couldn’t complete further tasks or make a withdrawal of her funds unless she did. This continued and Miss H realised she had been scammed and stopped making payments.

Miss H advised she was contacted by a different person on the same messaging service about another job opportunity watching videos on a well-known platform, and the more videos she watched the more she could earn, up to £500 a day. She accepted the role and was added to a group chat on a different messaging service where others taking part shared positive experiences.

Miss H said she made money and when she attempted to make a withdrawal, she was asked to pay various fees and deposits which she did. The scammer stopped communicating with her which is when she realised she had been scammed.

Miss H complained to Revolut, and her complaint wasn’t upheld. Unhappy with Revolut’s response, she raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it. They thought Revolut’s intervention was reasonable and it wasn’t able to uncover the scams as Miss H hadn’t given Revolut accurate answers to the questions it asked.

As an agreement could not be reached, the complaint 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 sorry that Miss H has been the victim of two scams. I realise she’s lost a significant sum of money and I don’t underestimate the impact this has had on her. And so, I’d like to reassure her that I’ve read and considered everything she’s said in support of her complaint.

But I'll focus my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. I know this will come as a disappointment to Miss H but having done so, I won't be upholding her complaint. I'll explain why.

In broad terms, the starting position at law is that banks and other payment service providers are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

Miss H authorised the payments in question here – so even though she was tricked into doing so and didn't intend for her money to end up in the hands of scammers, she is presumed liable in the first instance.

But as a matter of good industry practice, Revolut should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: as while banks and Electronic Money Institutions (EMIs) should be alert to fraud and scams to act in their customers' best interests, they can't reasonably be involved in every transaction.

I've also thought about the Contingent Reimbursement Model which is a voluntary code. Revolut isn't a signatory and so the code isn't relevant here.

I've thought about whether Revolut acted fairly and reasonably in its dealings with Miss H when she made the payments, or whether it should have done more than it did. In doing so I've considered what Revolut knew about the payments at the time it received Miss H's payment instructions and what action, if any, Revolut took prior to processing the payments.

The payments Miss H made towards the scam individually were relatively low in value and for the most part were paid to individuals although she did make some payments to a payment service provider. So, in isolation I don't think they ought to have concerned Revolut. However, considering the payments in combination I think they suggested Miss H was at risk of financial harm from fraud and Revolut should have intervened to understand the circumstances around why Miss H was making frequent payments.

Revolut told us when Miss H made a payment to a new beneficiary it displayed a warning to Miss H asking if she knew and trusted the payee and if she was unsure not to pay them. The warning also said Revolut may not be able to help her get her money back and gave a reminder that fraudsters can impersonate others.

Revolut intervened when Miss H made a payment for £618.62 on 27 May 2024, it held the payment and prior to processing it displayed a message that something didn't look right, and the payment had been identified as a potential scam. Following this Revolut asked Miss H questions about the payment and it highlighted the importance of answering the questions truthfully.

Revolut asked Miss H for the reason she was making the payment and she selected 'I'm paying a family member or friend' which we know wasn't the case. 'It's related to a job opportunity' was an option Miss H could have selected and the one that best fit the reason for the payment. She was asked further questions based on the payment being made to family or a friend. Miss H answered to say she'd paid the person before using different bank details and she'd been given the banking details face-to-face. Miss H was then shown tailored warnings based on her answers. These warnings didn't resonate with her, likely

because they weren't relevant to the scam she was falling victim to. Revolut displayed a risk agreement stating it had warned Miss H the payment was suspicious and that she understood the risk of losing her money, Miss H continued to make the payment.

A firm's intervention relies on a customer being accurate in their answers and where that doesn't happen, as is the case here, it can impact the actions a firm takes and warnings it provides. Because Miss H wasn't forthcoming in the reason for the payment it impacted the relevance of the warnings Revolut provided.

I think Revolut's intervention was proportionate for the risk this payment presented, and given Miss H was paying an individual her answers were plausible so I wouldn't have expected further intervention from Revolut.

It could be argued Revolut should have intervened on other payments Miss H made prior to processing them. I've considered this and don't believe further intervention from Revolut would have prevented Miss H from making the payments. I've reviewed Miss H's communication with the scammers for both scams and I can see she was being guided by the scammers when making payments.

One scammer asked for screen shots of her banking several times, which she provided, and advised Miss H on how to answer the questions being asked. The other scammer also asked for screen shots when Miss H was making payments which she provided and suggested alternatives for making payments like changing the card she was using. And when Miss H encountered issues with a payment, she informed the scammer she was switching to an account she holds with another banking provider to make the payment. I'm satisfied this shows the degree with which Miss H was under the scammers' spell and her determination to make the payments, and I don't think further intervention from Revolut would have been able to counter the coaching she was receiving such that it could have uncovered either scam or prevented Miss H's losses. I therefore don't think it's fair to hold Revolut liable for her losses.

Recovery

I've thought about whether there's anything else Revolut could have done to help Miss H — including if it took the steps it should have once it was aware that the payments were the result of fraud.

After the debit card payments were made, the only potential avenue for recovery of the payments would have been through the chargeback scheme. The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. Revolut is bound by the card scheme provider's chargeback rules. Whilst there is no 'right' to a chargeback, I consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed. Time limits also apply. Unfortunately, the chargeback rules don't cover scams.

Miss H made payments via push to card where there's no active procedure for her money to be recovered. I therefore don't think there's anything more Revolut could have done to recover her funds.

I'm sorry to disappoint Miss H further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Revolut needs to refund her money or pay any compensation. I realise this means Miss H is out of

pocket and I'm really sorry she's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 22 October 2025.

Charlotte Mulvihill
Ombudsman