

## The complaint

Mr S complains, via a representative, that Revolut Ltd (“Revolut”) won’t refund the money he lost to a fake job scam.

## What happened

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

In brief, Mr S fell victim to a fake job scam. I will call the scammer ‘B’. B told Mr S that he would be paid for completing a number of tasks, but he would have to send funds to B via a money remittance service to unlock these tasks.

Mr S made the following transactions;

Transaction Number	Date	Amount	Transaction type
1	18 December 2024	£46	Card Payment
2	19 December 2024	£63.86	Card Payment
3	20 December 2024	£165.99	Card Payment
4	20 December 2024	£59.07	Card Payment
5	21 December 2024	£307.98	Card Payment
6	21 December 2024	£179.00	Card Payment
7	21 December 2024	£698.99	Card Payment

When Mr S did not receive his “earnings” from B, he realised he had been scammed. He complained to Revolut about this matter as he believes that Revolut should have prevented the payments being made. Revolut did not uphold his complaint.

Our investigator also did not uphold this complaint. She thought that Revolut did not need to intervene during this scam and therefore she did not think that Revolut needed to refund the transactions in question.

Mr S did not agree and therefore his complaint has been passed to me to issue a decision. Whilst this complaint was waiting to be assessed Mr S says he sent more funds to a scammer. It is not clear why he did this or if this is the same scam. But if he wants to challenge those payments, he would need to raise this directly with Revolut in the first instance. So this decision will only be looking at the above transactions.

## **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.

In deciding what's fair and reasonable, I am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities. In other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

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. This should be in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

However, taking into account relevant law, regulatory 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 (among other things). 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 – (as in practice Revolut sometimes does); and
- have been mindful of – among other things – common scam scenarios, how the 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.

It isn't in dispute that Mr S authorised the disputed payment he made from his Revolut account. The payment was requested by him using his legitimate security credentials provided by Revolut. And the starting position is that Revolut ought to follow the instructions given by their customers, in order for legitimate payments to be made as instructed.

However, I've considered whether Revolut should have done more to prevent Mr S from falling victim to the scam, as there are some situations in which it should reasonably have had a closer look at the circumstances surrounding a particular transaction. For example, if it was particularly out of character.

The transactions were not in isolation large enough, and the pattern of spending was not sufficiently indicative of a scam, in my view, to be considered unusual or sufficiently out of character to have prompted an intervention from Revolut. So, I don't think that Revolut needed to intervene during the scam.

Overall and taking everything into consideration, I don't think that Revolut could have stopped the scam. Given this I don't think that Revolut needs to refund Mr S the transactions in question.

Finally, I should highlight that it is clear from Mr S's correspondence that he believes that as he was scammed he is automatically due a refund from Revolut. This is not the case. As these payments were card payments, Revolut generally only needs to refund Mr S if it did something wrong and that this caused Mr S to lose money. In this case Mr S made the payments to the scammer and, given the size of the payments, Revolut did not need to intervene. So Revolut has not done anything wrong and therefore it does not need to refund Mr S.

I've also thought about whether Revolut could have done more to recover the funds after Mr S reported the fraud.

My understanding is that Revolut attempted to chargeback the payments in question, but was unable to recover the funds. I don't think that it needed to do anything more than this.

I appreciate this will come as a disappointment to Mr S, and I'm sorry to hear he has been the victim a scam. However, I'm not persuaded that Revolut can fairly or reasonably be held liable for the losses that he said he incurred in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 May 2025.

Charlie Newton  
**Ombudsman**