

The complaint

Miss B complains Revolut Ltd (“Revolut”) hasn’t refunded fund she lost as the result of a scam.

What happened

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

Miss B said she received an unexpected text message regarding a job opportunity working remotely for a well-known company reviewing hotels to boost their online profiles. Miss B explained she understood she would complete tasks and she’d have to pay for them. She’d receive a return when the task was completed and there were various bonuses, for example if her review received a ‘like’.

Miss B stated she successfully completed a set of 30 tasks as a training course and was able to make a withdrawal after this. She said this gave the job legitimacy. Miss B explained when completing her second set of tasks she was given a ‘super order’ which resulted in a ‘negative balance’, and she was required to deposit further funds before a withdrawal could be made which would be refunded to her. Miss B said the scammer then told her that her account was frozen and another deposit of 50% of her current balance was needed to resolve the issue. Again, she was told this fee would be refunded.

She explained as things progressed, she was given further super orders and asked to pay more fees to be able to withdraw her funds, until she had no more money to pay and the withdrawals still weren’t possible. This is when she realised, she had been scammed.

Miss B complained to Revolut, and her complaint wasn’t upheld. Unhappy with Revolut’s response, Miss B raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it.

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.

Miss B has raised other complaints with us related to this scam which I am aware of, where necessary I’ll comment on evidence provided on those complaints which is relevant to Miss B’s complaint against Revolut.

I’m 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 focused 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’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.

I'm sorry that Miss B has been the victim of a scam. I realise she's lost a significant sum of money, and I don't underestimate the impact this has had on her at an already difficult time. However, just because a scam has occurred, it doesn't mean she is automatically entitled to recompense by Revolut. It would only be fair for me to tell Revolut to reimburse Miss B for her loss (or a portion of it) if I thought Revolut ought reasonably to have prevented all, or some, of the payments she made, or if I believed Revolut hindered the recovery of the payments she made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

In broad terms, the starting position at law is Revolut are expected to process payments and withdrawals that a customer authorises it to make. I appreciate that Miss B didn't intend for her money to end up in the hands of a scammer but as she authorised the payments in question here under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. However, there are some situations when Revolut should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Revolut should fairly and reasonably:

- Have been monitoring accounts 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- 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.

So, I've thought about whether the transactions should have highlighted to Revolut that Miss B might be at a heightened risk of financial harm from fraud.

When considering the payments individually and in combination I don't think they ought to have concerned Revolut or suggested that Miss B was at a potential risk of financial harm from fraud. The values of the payments weren't significant, they were made to multiple destinations and were spread over several days, and where payments were made on the same day they had a low value when combined. So, I don't think the payments were suspicious in nature to suggest to Revolut that Miss B was at a heightened risk of financial harm from fraud. I also can't see that Revolut was aware of Miss B's circumstances such that it could have acted differently, nor do I think the transactions suggested a customer vulnerability. I therefore don't think it was unreasonable for Revolut to process the payments in-line with her payment instructions.

Although I don't think the payments suggested Miss B was at risk of financial harm from fraud such that Revolut ought to have intervened, Revolut told us it did for some of the scam related payments, so I'll comment on those interventions.

Revolut said for payments to a new beneficiary it provides a warning that the customer shouldn't make the payment if they don't know and trust the payee and that it may not be able to get a customer's funds back if they're lost to fraud.

Revolut told us when Miss B made a payment for £1,002.99 to a legitimate payment service provider it declined the payment. In summary Revolut displayed a warning that the payment was possibly scam related and it had blocked some merchants, suggested Miss B review the risk and to unblock the merchant Revolut needed to ask Miss B some questions. Miss B proceeded to answer Revolut's automated questions about the payment.

Revolut highlighted to Miss B the importance of answering the questions truthfully and that if she is being scammed, the scammer may ask her to hide the reason for the payment. Miss B acknowledged that she understood. In summary Miss B said she wasn't being assisted, that no one was pressuring her to make the payment and when asked for the purpose of the payment she said she was transferring money to another account of hers. 'It's related to a job opportunity' was an option Miss B could have selected and the one that best fit the circumstances of the payment. The remaining questions and warnings were based on her moving funds between her accounts. Miss B was then presented a risk agreement noting that if she unblocked future payments, she may not get her money back if it was a scam. Miss B decided to keep the merchant blocked, this meant subsequent payments Miss B attempted to the payment service provider were also declined.

Revolut intervened again when Miss B made a payment to an individual on 17 September 2024. Revolut displayed a message that the payment had been identified as a potential scam and to continue it needed to understand what was happening. Revolut again highlighted the importance of being truthful in her answers and Miss B acknowledged that she understood.

Miss B confirmed she was making the payment herself and not being assisted. Revolut noted a scammer may tell her to ignore warnings. She was asked for the reason for the payment and said it was going to another of her accounts, and the questions and warnings were based on this answer. The warnings didn't resonate with Miss B, and the payment was processed.

I would have expected Revolut to intervene further with Miss B given she stated she was moving funds to an account in her own name, which is indicative of a save account scam. However, this wasn't the scam she was falling victim to and so I wouldn't have expected a safe account warning to resonate with her. Additionally, I'm not persuaded further intervention would have made a difference. The communications between Miss B and the scammer show she was coached on how to answer interventions and told to share screenshots of the questions asked. Miss B's testimony to us is clear that she was under the scammer's spell and was doing as they had asked. So I think, on balance, if Revolut had spoken with Miss B via its in-app chat or otherwise, that she would have sought guidance from the scammer on what to say and such coaching is difficult for a firm to counteract.

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

Scammers typically move funds on quickly to avoid having them returned to their victims. Given the time between the payments being made and Miss B contacting Revolut, I don't think there was any prospect of successful recovery of her funds.

After the debit card payments were made, the only potential avenue for recovery of the payment 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.

I'm sorry to disappoint Miss B 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 she's 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 hold Revolut liable for her losses.

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 B to accept or reject my decision before 16 January 2026.

Charlotte Mulvihill
Ombudsman