

The complaint

Ms A complains that Revolut Ltd ('Revolut') won't refund the money she lost to a 'job' scam.

What happened

The background to this complaint is known to both parties. I won't repeat all the details here.

In summary, Ms A says that, in June 2023, she was contacted by an individual (a scammer) offering a job opportunity with a platform (I'll call 'X'). The contact was unexpected. For the job itself, it was explained her role at X involved improving *app* rankings to increase users and downloads. And that she'd earn a salary and commission for completing sets of 'tasks'.

To make the scam more convincing she was given access to a 'work' account, given some training, and added to a 'customer services' chat for support. As part of the process, she was required to deposit her own money in the 'work' account to complete the assigned 'tasks'. These deposits were paid in cryptocurrency which she bought from sellers likely operating in the peer-to-peer market (P2P). It was the cryptocurrency that was lost to the scam.

She realised she'd been scammed when she tried to withdraw her funds but was repeatedly told she needed to pay more (to clear 'combination tasks' and 'negative' balances) for that to happen. By that time, about £7,800 had unfortunately been lost to the scam.

The matter was reported to Revolut. A complaint was later raised and referred to our Service. Our Investigator considered it and didn't uphold it. In brief, she noted Revolut had intervened and provided Ms A with warnings on some of her payments. She also said she didn't think the type of warning she would have expected Revolut to have provided to Ms A at the time (a crypto-investment warning) would have likely prevented the scam.

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've decided not to uphold it for the following reasons.

- It's not in dispute Ms A was scammed and I'm sorry about the impact that the whole experience has had on her. It's also not in dispute she authorised the payments from her Revolut account. So, although she didn't intend her money to go to a scammer, under the Payment Services Regulations 2017, Ms A is presumed liable for her losses in the first instance. But that's not the end of the matter. There are some situations where I consider that a firm (like Revolut), taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious.
- I don't think there was enough about the first six payments, considering their values, when they were made, and who they were made to, for Revolut to have had concerns

that Ms A was at a significant risk of financial harm from fraud. Having said that, I note Revolut did issue 'new payee' warnings. I appreciate Ms A's comments about the generic nature of these warnings in the context of what was happening to her at the time, but I don't think these were disproportionate in view of the payment risks presented.

- I'm mindful there was an increase in spending when it came to the later payments – in particular a payment of £3,081 on 21 June 2023. I think there was enough about some of these later payments for Revolut to have intervened with more tailored automated written warnings. But, as referred to by the Investigator, Revolut did intervene on some of these later payments whereby Ms A was asked to give a 'payment purpose' in the automated payment flow. In turn, when she then selected 'cryptocurrency' for each of these, she was given some written warnings relating to crypto-investment scams.
- I again recognise these warnings didn't resonate with Ms A and expose the scam. I don't suggest this was because of anything she did wrong. She was an innocent victim in all this and answered honestly about her 'payment purpose' when asked. At the same time though, it's important for me to say that Revolut can't reasonably be expected to prevent all scams and provide warnings that cover all possible scenarios either. And it's with this in mind that I think a proportionate response to the risk presented by some of the later payments (at the time they were made) would have been for Revolut to have shown Ms A written warnings relevant to *crypto-investment scams*. I say this because this was the type of crypto-related scam *more commonly* affecting many consumers at the time.
- A warning covering some of the key aspects of *crypto-investment scams* would generally be expected to warn against, for example, investments found on social media; celebrity endorsements; the use of remote access; brokers promising unrealistic returns. But considering that Revolut provided *some* warnings relevant to crypto-investment scams and that Ms A was falling victim to a different type of scam (a 'job' scam), I think it's unlikely that a crypto-investment scam warning, which I again consider would have been proportionate in the circumstances, would have been enough to resonate with Ms A and help her see that what she was involved in was also a scam. And I cannot hold Revolut liable for Ms A's losses in circumstances where it's unlikely it could have prevented them.
- For completeness, I note Ms A's comments around the new mandatory reimbursement scheme. But this came into force in October 2024 and cannot be applied retrospectively. And, in terms of recovery, I'm satisfied there was little Revolut could have done. There would have been no basis for it to have attempted a recall, given there's no dispute Ms A received the cryptocurrency as intended before it was lost to the scam. There's nothing to suggest the P2P sellers were part of the scam itself.

This isn't a decision I've made lightly. I'm again sorry Ms A was the victim of a scam. I appreciate the information she's shared with us about how she was impacted by the whole experience. I don't imagine that was an easy thing for her to do. I'm mindful that the scam has affected her deeply. But, for the reasons I've given, I don't find Revolut could have prevented her losses such that I can reasonably hold it responsible for them. Nor do I find there were other significant failings on its part that would lead me to uphold this complaint.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 18 July 2025.

Thomas Cardia
Ombudsman