

## **The complaint**

Mr G complains that Revolut Ltd won't refund the money he lost as a result of a scam.

The complaint is brought on Mr G's behalf by a professional representative.

## **What happened**

The background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr G was contacted on a social media platform and offered a job by a company I will refer to as "V". He was told the role would be based abroad. Mr G has advised that he had previously worked abroad and had been actively looking to do this again. On the instruction of the person he had been dealing with at V, (who I will refer to as "the scammer"), he began paying for fees. He has confirmed these fees were to pay for his VISA and other costs needed to help him move abroad.

Mr G chased the scammer for a start date and flight details but when these weren't provided he asked for his money back. The scammer promised to do this but Mr G didn't receive any funds on the date he was promised a refund. It was at this point that he realised he had been scammed. Mr G has said he sent a number of payments totalling \$34,653.79 between 26 July 2023 and 31 August 2023.

Mr G raised a complaint with Revolut in January 2025. Revolut investigated the complaint but didn't uphold it. It didn't think it had done anything wrong by allowing the payments to go through. So, Mr G brought his complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator didn't think the payments Mr G made were unusual and so he didn't feel Revolut should have identified a scam risk. Mr G didn't agree. He said, in summary, the payments made from the account were unusual and had been sent internationally over a short period of time. He also thought that Revolut should have intervened when the payments were attempted, especially as they were made after the Consumer Duty had come into force, which he said puts obligations on businesses to prevent avoidable harm.

Mr G's complaint has now been passed to me for review and a 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.

Having done so, I'm not upholding Mr G's complaint. I'll explain why.

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 focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't

because I have ignored it. I haven't. I'm satisfied that 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've thought about the Contingent Reimbursement Model Code (CRM Code) which can offer a potential means of obtaining a refund following scams like this one. But as Revolut isn't a signatory of the CRM Code, these payments aren't covered under it. I've therefore considered whether Revolut should reimburse Mr G under any of its other obligations.

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. It isn't disputed that Mr G knowingly made the payments from his account – albeit under the direction of the scammer – and so, I'm satisfied he authorised them. Therefore, under the Payment Services Regulations 2017 and the terms of his account, Revolut is expected to process Mr G's payments, and he is presumed liable for the loss in the first instance.

However, taking into account the regulatory rules and guidance, relevant codes of practice and good industry practice, there are circumstances where it might be appropriate for Revolut to take additional steps or make additional checks before processing a payment to help protect customers from the possibility of financial harm from fraud.

I appreciate that overall, Mr G has said he transferred \$34,653.79, which is a significant amount of money. But this amount wasn't paid in a single 'out of character' transaction. It was spread over several payments made over the course of five weeks which, in my judgment, would not have appeared particularly unusual or out of character when compared with Mr G's spending history. I acknowledge that two of the international payments he made to the scammer were over \$10,000. But I don't consider it to have been significantly larger than some of his previous account transactions, such that they ought to have been regarded as suspicious or indicating that he might have been at risk of falling victim to a scam.

I also don't consider there to have been any significant indicators of financial harm with regards to these payments. I don't think they were made in quick succession, given the timeframe described above. The fact that they were paid to a new payee doesn't automatically suggest fraudulent activity. It's common for customers to make payments to new payees. I've also kept in mind that EMI's process high volumes of transactions each day. And that there is a balance for Revolut to find between allowing customers to be able to use their accounts and questioning transactions to confirm they're legitimate. As the payments were being paid to an individual so there wouldn't have been anything obvious from the receiving account to suggest Mr G was falling for a scam.

Mr G has suggested that making several international payments was a clear deviation from his normal account activity. However, I don't consider the act of making international payments, in itself, to be suspicious. Mr G's account offers the facility to make international payments. So, it isn't unusual to expect a customer to send funds abroad. Mr G has also regularly used his account for international payments. So, it's not the case that there was a sudden increase in international payments in a short period of time, which I might have considered as being unusual for Mr G's account.

Therefore, having considered the payments Mr G made as part of the scam, I'm not persuaded there was anything that ought reasonably to have triggered Revolut's fraud monitoring systems, or that would have indicated he was in the process of being scammed.

I've also considered the comments Mr G has made regarding Revolut's obligations following the introduction of the Consumer Duty. However, given the information that was available to Revolut at the time Mr G made these transactions, I don't think the loss was foreseeable in these circumstances for the reasons I've explained above.

There are industry standards around attempting recovery of funds where a scam is reported. Revolut asked Mr G for further information in relation to the scam before attempting recovery, but it advised that this information wasn't received. However given the significant delay in Mr G reporting this scam to Revolut, I don't think there was any realistic prospect of Revolut recovering the funds, so I don't believe this unreasonably hindered any possible recovery.

I'm sorry to hear Mr G suffered a financial loss as a result of what happened. But it would only be fair for me to direct Revolut to refund his loss if I thought it was responsible – and I'm not persuaded that this was the case. For the above reasons, I think Revolut has acted fairly and so I'm not going to tell it to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 December 2025.

Aleya Khanom  
**Ombudsman**