DRN-5760809

The complaint

Miss A complains that Revolut Ltd will not refund money she lost to a scam.

Miss A is represented by a firm I'll refer to as R. For ease, I have only referred to Miss A in this decision.

What happened

Miss A said she made the following payments as a result of an employment related scam.

Payment	Date	Transaction type	Value
1	23 October 2023	Push to card	£26.00 + £0.18 fee
2	30 October 2023	Push to card	£66.00 + £1.52 fee
	30 October 2023	**Credit**	**£133.00**
4	30 October 2023	Push to card	£155.00 + £3.56 fee
	30 October 2023	**Credit**	**£263.00**
5	31 October 2023	Push to card	156.00 + £3.59 fee
6	16 November 2023	Push to card	£533.00 £12.26 fee
7	17 November 2023	Push to card	£1,327.00 + £30.52 fee
8	17 November 2023	Push to card	£1,700.00 + £39.10 fee
9	17 November 2023	Push to card	£1,700.00 + £39.10 fee
10	18 November 2023	Push to card	£453.00 + £10.42 fee

Miss A said she came across an online advertisement for a job role to help boost a company's products. Miss A was required to invest money to simulate purchasing and was told that she would receive commission for completing a set number of tasks. She realised it was a scam when she could not withdraw her funds without making further payments.

Miss A raised the matter with Revolut but it didn't uphold her complaint. It said it provided sufficient scam warnings for the transactions and it did everything in its power to recover the funds.

Our investigator didn't think the complaint should be upheld. She thought the actions Revolut took were proportionate to the risk associated with the payments as they were low in value.

Miss A didn't accept what our investigator said, and as an agreement could not be reached, the complaint has been passed to me to decide.

I issued my provisional decision on 23 July 2025 in which I said:

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

But, taking into account relevant law, regulators' 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. 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.

Should Revolut have recognised that Miss A was at risk of financial harm from fraud?

While I don't think the payments here were particularly unusual or of significant value to have raise concern that Miss A might be at risk of harm from fraud, Revolut had its concerns and intervened on several occasions.

Revolut first intervened on 16 November 2023, when Miss A first attempted to make the seventh payment, and it directed her to the in-app chat to discuss the payment's purpose. Miss A attempted the transaction again the following day and was again required to discuss it with an agent. Miss A told the agent she had paid the firm before, that it was an investment and she would get her money back in less than an hour plus profits, which is unusual. Taking all the above factors into consideration and that the payment was to a personal account and not to a firm. I do not find its intervention sufficient, I think Revolut ought to have been concerned about the information Miss A had given and asked further questions to uncover the scam.

I appreciate that its questions must not amount to interrogation but I think at the very least, and based on what it already knew, it could have asked the name of the firm Miss A was investing with, why the payments were being made to different personal accounts and not to the firm, how much she had received back into her account so far, and her understanding of the investment.

I've thought about whether such intervention would have been effective to uncover the scam and I think it would. Revolut was able to uncover the scam when it intervened and questioned Miss A on 17 November 2023 after she made the ninth payment. Therefore had

Revolut questioned Miss A in the same way when it intervened in payment 7, I think it's likely to have uncovered the scam earlier.

I have considered that the answers Miss A initially gave were not always accurate, but having reviewed the conversation with Revolut, I am satisfied this was down to a misunderstanding rather than an attempt to conceal the purpose of the payments or the circumstances surrounding them. Miss A informed the agent that she thought she had misunderstood the questions, this was an opportunity for them to clarify the matter, but they did not. Additionally when questioned about subsequent payments, Miss A was honest and forthcoming with her answers, so on balance I think she would have been honest had it questioned her further.

If Revolut had provided a warning of the type described, would that have prevented the losses Miss A suffered from payment 7?

Had Revolut provided a clear warning prior to processing payment 7, highlighting the key features of a job scam, I think it is likely that Miss A would have taken heed of it. I say this because her investment in the scam was low, and losses were minimal, Miss A had not yet used funds she had borrowed from a friend towards the scam and I think she would have been more cautious, knowing that she may not be able to get the money back.

I appreciate that Revolut warned Miss A that it was likely a scam before she made the final payment. At this time the agent suggested it was an investment scam and likely a Ponzi scheme. While the job scam Miss A fell victim to bore some similarities to a Ponzi scheme, I can understand why the warning did not resonate strongly with her. Miss A went on to give specific details about the job role and asked the agent for their thoughts. At this point Revolut had enough information to have identified that this was a task-based job scam. Even though the agent said it was still a scam, I think this was an opportunity for them to educate Miss A about job scams, which I think would have resonated with her.

Although I think the warning could have been clearer, I accept that Miss A was on notice that this was likely a scam but opted to make the final payment. However by this time, the circumstances had changed, Miss A had invested large sums of money she had borrowed, she understood from the conversation with Revolut that the money already sent could not be recovered. I find she was desperate to have the funds returned which is evident from her conversation with the agent. The scammer promised that she would be able to complete the tasks and withdraw all her funds once the final payment was made. As such, I think the last payment was made in the hopes to be able to resolve the matter herself.

On balance I think it likely that had Revolut provided appropriate tailored warnings earlier, it could have prevented Miss A's loss. Therefore I'm satisfied it would be fair and reasonable to hold Revolut responsible for the loss from payment 7 onwards.

Should Miss A bear any responsibility for her losses?

I have considered whether Miss A was negligent and should bear some responsibility for her losses and I don't think it would be fair here.

I accept there were some concerning factors that Miss A ought to have noticed, but I think there were several more aspects of the scam that would have appeared genuine to her. Miss A said she researched and found the company to be genuine and was directed to the firm's website which she thought appeared legitimate. Miss A said she was given access to a platform where she was able to see the money she deposits and her earnings, so I can understand why she might have thought this was a legitimate business. Early in the scam Miss A received two credits, this is a common tactic used by scammers to encourage victims to pay larger sums, and I think it would have served to further convince her that the job was legitimate.

Taking all this into account, I don't think Miss A was negligent to the point whereby it would be fair or reasonable to reduce her refund in these specific circumstances…."

Miss A accepted my provisional decision, but Revolut did not agree. I've summarised the points it had made as follows:

- It says Miss A authorised the payments while ignoring numerous clear and specific warnings and the evidence shows Miss A understood the risks but chose to proceed with the payments anyway.
- Revolut thinks Miss A actively misled it by providing false information about the purpose of her account and the transaction which hindered its ability to protect her.
- It says it acted reasonably by questioning the transactions, issuing scam-specific warnings and directly advising Miss A not to send any more money.
- Revolut thinks minimally there should be a deduction for contributory negligence, it says Miss A's decision to continue making payments after it had restricted her account due to scam concerns and explicitly telling her she was the victim of a scam constitutes a high degree of negligence.

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've considered Revolut's comments in response to what I said provisionally, my decision on this matter remains the same. Although I do not find the comments contain material new information I shall address some of its points again below.

As mentioned in my provisional decision I'm not persuaded Miss A gave inaccurate information regarding the payments to deceive Revolut. Furthermore I think Revolut missed an opportunity to clarify the answers given when Miss A informed the agent that she thought she had misunderstood their questions.

As the scam Miss A was a victim of was not a Ponzi scheme, I can see why the warning about one did not resonated with her. Nevertheless Miss A did consider the warning but later confirmed to Revolut that she had spoken to a friend, a lawyer, and she did not think it was a Ponzi scheme. I don't think it would be fair or reasonable to reduce the refund based on the warnings by Revolut.

Had Revolut provided a detailed warning specifically about job scams prior to Miss A making payment 7, on balance, I think its likely that it would have impacted her positively and stopped her making any further payments towards the scam.

As such, I think it fair and reasonable to hold Revolut responsible for the loss from payment 7 onwards.

My final decision

For the reasons I have set out above, I uphold this complaint and require Revolut Ltd to:

- refund payment 7 to payment 10 plus any fees it charged.

- It should also apply 8% simple interest, per year, for loss of use of the money during this time - calculated from the date of each payment to the date of settlement.

If Revolut Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss A how much it's taken off. It should also give Miss A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 16 September 2025.

Oluwatobi Balogun
Ombudsman