

The complaint

Ms O complains that Revolut Ltd hasn't reimbursed the money she's lost to a scam.

What happened

Ms O has explained that she was actively looking for work in and around September 2023, when a recruiter, working for a company I'll refer to as 'P', contacted her via a popular messaging service regarding a home-based job opportunity completing marketing tasks to earn commission.

Ms O has said that she believed the job opportunity was legitimate because:

- The recruiter didn't contact her 'out of the blue' and many recruiters and agencies use messaging services to communicate.
- She researched P and saw that it was a legitimate company. At the time, she was unaware that scammers could clone legitimate companies.
- Nothing untoward was revealed when she reviewed P's website and carried out an internet search on P.
- The recruiter came across as professional and knowledgeable, and they took her through 'Know Your Customer' checks.
- She was given access to a professional looking worker portal which showed her pending and completed tasks, the amount available in her wallet and her profits, and had a tab to deposit and withdraw money.
- She was given an account manager to guide her, and she was added to a group chat with other people that were performing the same work and reporting that they were earning money and making withdrawals successfully.

As part of the scam, Ms O made the following card payments from her Revolut account to accounts held in her own name with cryptocurrency exchanges:

Payment number	Payment date	Payment time	Payment amount
1	13 September 2023	10:43:48	£386.20
2	13 September 2023	11:04:17	£817.50
3	13 September 2023	13:12:41	£5,487.32

Ms O has explained that she started completing tasks and could see that she was earning money. But then she was asked to pay money over to P in order to withdraw funds. She made payment 1 to clear a negative balance, payment 2 to withdraw funds, and payment 3 to receive all of her money back plus extra commission. Ms O has said that she had concerns about what she was doing when she instructed payment 3 but, by then, she felt was in too deep and hoped that she would get her money back.

Ms O raised a fraud claim with Revolut on 13 September 2023. Revolut said it couldn't recover her money, and it has declined to reimburse her. Ms O referred a complaint about Revolut to our Service.

Our investigator considered the complaint and was of the opinion that Revolut should refund payment 3 in full, along with interest. Revolut asked for an ombudsman's final decision, so the complaint was passed to me to decide.

My provisional decision

I issued my provisional decision on 27 August 2025. I'll set out my findings below.

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 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.
- Have been mindful of – among other things – common scam scenarios, how 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), when deciding whether to intervene.

Should Revolut have recognised that Ms O was at risk of financial harm from fraud?

I've looked at Ms O's Revolut account statements and I don't think payments 1 or 2 ought to have stood out to the EMI as unusual or out of character. I recognise that Ms O does not appear to have used her account for some time before instructing those payments. But the payments were relatively modest. And it's not unusual for a customer to make occasional payments out of an account which is used infrequently. I don't think it's reasonable to expect this type of activity to stand out to a financial institution in absence of any other fraud indicators. An EMI cannot reasonably be expected to intervene with every payment a customer makes. It must strike a balance in the extent to which it intervenes in payments, against the risk of unduly inconveniencing or delaying legitimate payment requests.

However, I think that payment 3 ought to have triggered Revolut's fraud detection systems due to its value and nature – it was a payment for over £5,000 (made on the same day as payments 1 and 2, taking the total spend value to over £6,000 in a short timeframe) from an infrequently used account and it was clearly destined for a cryptocurrency provider. At the relevant time, it's reasonable to expect Revolut to have recognised that cryptocurrency

related transactions carry an elevated risk (there had been widespread coverage in the media about the increase in losses to cryptocurrency scams, as well as regulator's warnings about the risk of cryptocurrency scams). Given what Revolut knew about payment 3, I consider that it ought to have recognised that Ms O was at a heightened risk of financial harm from fraud and, in line with good industry practice and regulatory requirements, warned its customer before the payment went ahead.

What did Revolut do to warn Ms O?

I haven't seen anything to suggest that Revolut intervened in any of the disputed payments.

What kind of warning should Revolut have provided?

I've thought carefully about what a proportionate warning in light of the risk presented would be, and I think it's fair and reasonable to expect Revolut to have provided a 'better automated warning' in the circumstances. That is, a warning which asks a series of questions in order to try and establish the actual scam risk to provide a more tailored written warning.

If Revolut had provided a warning of the type described, would that have prevented Ms O from losing payment 3?

I haven't seen anything to suggest that Ms O was being coached or wouldn't have answered any questions Revolut asked her about payment 3 honestly. So, I think that with a better automated warning, Revolut could've identified that Ms O may be falling victim to a job scam and given her a written warning that was specifically about the risks of employment scams – addressing the key features of this type of scam.

I think that most consumers would take note of, and be positively impacted by, the type of intervention I've described, and I haven't seen anything to suggest that Ms O wouldn't have been. I can't see that she was being coached by the scammer, she's said she had some concerns about what she was doing by the time she instructed payment 3, and the scam she fell victim to carried the typical features of employment scams. So, I think that a tailored written warning would most likely have resonated with her.

Considering everything, if Revolut had intervened proportionately with payment 3, as I think it ought to have, then I'm satisfied that it would most likely have prevented the loss of that payment.

Is it fair and reasonable for Revolut to be held responsible for the loss of payment 3?

I have taken into account that Ms O may have remained in control of her money after making the disputed payments from Revolut. Her funds may not have been lost until she took further steps. But Revolut should still have recognised that Ms O was at risk of financial harm from fraud, made further enquiries about payment 3, and ultimately prevented the loss of that payment. I think Revolut can fairly be held responsible for Ms O's loss in such circumstances.

While I have considered all the facts of the case, including the role of other financial institutions involved, Ms O has not complained to this Service about any other firm, and I cannot compel her to do so. I do not think it would be fair to reduce Ms O's compensation because she's only complained about one firm, as I consider that Revolut should have prevented the loss.

Should Ms O bear any responsibility for her loss?

I've gone on to consider whether Ms O should bear some responsibility for the loss of payment 3 by way of contributory negligence, and, in the circumstances, I think she should be held equally responsible for the loss of that payment – each party being responsible for 50% of the loss. This is because I'm persuaded that Revolut ought to have done more to protect Ms O from financial harm, but she ought reasonably to have done more to protect herself from financial harm too.

I appreciate that Ms O says she took some steps to verify the legitimacy of the employment opportunity with P, and that she was reassured by certain factors. However, I've seen that Ms O also had concerns she might be being scammed throughout – at one point, she sent a message to the scammer which said: *"I still don't get it, why do we need to deposit money to get more tasks?"* I think Ms O was right to be cautious. There were several concerning factors here, such as:

- The high commission rate that was promised for an entry level role.
- The implausibility of the job opportunity – I haven't been given a reasonable explanation for the need to pay money over in order to earn money and/or withdraw commission, or for the need to pay in cryptocurrency.
- It doesn't appear that Ms O went through a recruitment process or completed any substantive training for the role, and she doesn't seem to have been provided with any documentation or employment contract to show what was agreed between the parties.

Ms O has said that she had concerns about what she was doing when she instructed payment 3 but, by then, she felt she was in too deep and hoped that she would get her money back. I don't think it was reasonable for her to proceed with payment 3 on that basis, despite her concerns.

Recovery of funds

Finally, I've thought about whether Revolut could've done more to recover Ms O's funds but, given the nature of the disputed payments, I'm not persuaded that it could.

Responses to my provisional decision

Ms O accepted my provisional decision, and Revolut confirmed that it had nothing further to add.

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.

As neither party has presented any new information or evidence for me to consider, I see no reason to depart from the conclusions I set out in my provisional decision.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part and instruct Revolut Ltd to refund 50% of payment 3 and pay interest at a rate of 8% simple per annum from the date the payment was made to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 14 October 2025.

Kyley Hanson
Ombudsman