

The complaint

Mr K complains that Revolut Ltd won't refund the full amount of money he lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr K complains that he sent several payments to what he thought was a legitimate task-based job.

When Mr K realised he had been scammed, he raised a complaint with Revolut.

Revolut looked into the complaint but didn't uphold it. Mr K remained unhappy, so he brought his complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator found Revolut did intervene but Mr K wasn't accurate with the answers he gave. So, based on the incorrect payment purpose, Revolut were unable to give Mr K an accurate scam warning.

As Mr K didn't agree with the investigator's view, the complaint has been passed to me to decide.

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'm very 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 significant part here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. 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.

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, regulator's 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 (among other things). 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 – (as in practice Revolut sometimes does including in relation to card payments).
- have been mindful of – among other things – common scam scenarios, how the 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) and the different risks these can present to consumers, when deciding whether to intervene.

In the circumstances of this complaint, Revolut did intervene on a payment Mr K made to the scammer. Here Mr K put the payment purpose as “transfer to my other account.” This led to Revolut giving Mr K a relevant warning for the purpose he selected. Mr K did have the option of telling Revolut he was paying money as part of a job opportunity, but he chose not to select this reason. This hindered Revolut’s ability to uncover the scam.

I’m not convinced Revolut needed to intervene on the payment it did, given its value, but Mr K did send a larger one later that I think ought to have concerned Revolut.

Mr K sent a £2,000 payment on 06 February 2025, which took the total amount sent that day to £4,000. Here the payments were also going to an identifiable cryptocurrency provider. So, I think Revolut ought to have been concerned that Mr K could be at risk of financial harm at this point. Here though I’m satisfied a proportionate warning would have been the same as Revolut had given Mr K previously, given the value and the identifiable risk involved.

Having said that, I don’t find it would have stopped Mr K making the payments. I’ll explain why.

Having looked over the information sent by both parties and having considered what I think most likely to have happened in the circumstances, I’m not convinced Mr K would have answered Revolut’s questions any more accurately than he did the first time he was asked.

Although I can’t see that Mr K was coached on how to answer the firms’ questions, it appears Mr K himself chose to conceal the true purpose of the payment. And even some time after the last payment was made, Mr K was still in contact with the scammer and was requesting withdrawals of his money. So, it appears he was still confident in the legitimacy of the job opportunity.

I can see Mr K cancelled some payments and put that he thought he was being scammed. These payments appear to be going to individuals rather than to a cryptocurrency wallet in Mr K’s name - like the rest of the payments Mr K says he sent as part of the scam. I’ve also

not seen anything to show Mr K was in contact with a scammer at this point and asked to send these payments, as the conversations Mr K has sent are after these payments were made.

Given Mr K had the confidence to keep sending payments after cancelling the ones above, I'm not convinced it would have impacted how he answered any further questioning from Revolut's automated systems.

Therefore, taking everything into account, I don't think Revolut could have prevented Mr K's loss.

It's worth noting that Mr K hasn't been able to provide statements from his cryptocurrency account. So, even if I had upheld Mr K's complaint (which for the avoidance of any doubt I haven't) I'm unable to establish the actual loss Mr K claims to have suffered.

Recovery

As the payments were sent to cryptocurrency accounts in Mr K's name, no recovery would be possible. If any money remained in these accounts, Mr K would be able to transfer it back himself.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 March 2026.

Tom Wagstaff
Ombudsman