

The complaint

Mr T is unhappy Revolut Ltd (“Revolut”) hasn’t reimbursed him after he fell victim to an employment scam.

What happened

The details of this complaint are well known to both parties, so I won’t go into too much detail again here. However, in summary, Mr T has been the victim of a scam. He was tricked into sending over £700 from his Revolut account to scammers in the belief that he was sending funds as part of a job he was completing online. Mr T made the following payments as a result of the scam:

Payment	Date	Beneficiary	Payment type	Amount
1	07/02/2025	Beneficiary 1	Faster payment	£20 (now returned)
2	07/02/2025	Beneficiary 2	Push to Card	£50.35
3	07/02/2025	Beneficiary 3	Push to Card	£90.63
4	07/02/2025	Beneficiary 3	Push to Card	£90.63
5	07/02/2025	Beneficiary 4	Push to Card	£80.86
6	07/02/2025	Beneficiary 4	Push to Card	£99.99
7	07/02/2025	Beneficiary 4	Push to Card	£341.41

Mr T now feels Revolut should’ve identified the payments he was making as suspicious and discussed them with him before it allowed them to leave his account. Mr T believes that had Revolut done so, the scam would’ve come to light, and he wouldn’t have lost his money. Mr T also believes that Revolut failed to take into account his vulnerabilities when opening the account and when dealing with his scam claim. He’s also said the responses he received from Revolut when he reported being the victim of a scam indicate that his complaint was pre-determined.

Revolut returned the first payment Mr T made but it didn’t think it could’ve done anything more than it had to prevent the rest of the payments. It said some of the payments raised suspicions and so it provided proportionate scam warnings in relation to these payments at the time but Mr T chose to move past them. It also said it couldn’t retrieve Mr T’s money after he reported the scam because either the funds had already been removed from the receiving account or the receiving firm did not respond to its requests.

Mr T disagreed with what Revolut said and brought his complaint to this service with the help of a representative. One of our investigators looked into things.

Our investigator didn’t uphold the complaint. They didn’t think there was anything about Payments 2 – 7 that meant Revolut should’ve questioned them at the time and so the warnings presented to Mr T were proportionate to the scam risk identified. They also thought Revolut had done all it could to recover Mr T’s funds once notified of the scam but unfortunately it had been unsuccessful.

Mr T didn't agree with the investigator's findings. He said Revolut had failed to give him the option to let it know about his vulnerabilities when he opened the account and therefore it had failed to identify a vulnerable consumer. He also reiterated that he felt his complaint had been pre-determined and provided some additional information in regard to his vulnerabilities.

As an informal agreement could not be reached, the case has been passed to me for a final 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.

In deciding what's fair and reasonable, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

I'm really very sorry to hear about what's happened to Mr T. I understand the scam has had a considerable impact on his well-being and I have significant sympathy for the situation he has found himself in. But having thought very carefully about what he's told us happened at the time and Revolut's actions, I don't think it would be fair and reasonable for me to hold Revolut liable for his loss. I'll explain why in more detail below.

I understand Revolut has returned the first payment Mr T made in full and as there is no longer a dispute about this payment, I don't intend to address it further again here.

Payments 2 - 7

It is accepted that Mr T authorised these payments himself. So, although he didn't intend the money to go to the scammers, under the Payment Services Regulations 2017 and the terms and conditions of his account, Mr T is presumed liable for his loss in relation to these payments in the first instance. Where a valid payment instruction has been received, Revolut's obligation is to follow the instructions that Mr T has provided.

However, there are circumstances where it might be appropriate for Revolut to take additional steps or make additional checks before processing a payment in order to help protect its customers from the possibility of financial harm from fraud. An example of this would be when a payment is sufficiently unusual or uncharacteristic when compared with the usual use of the account. In such circumstances, I'd expect Revolut to intervene and ask proportionate questions about the intended payment before processing it. So, when reaching my decision, I've first thought about whether the payments Mr T made could be considered out of character and unusual.

Mr T's account was newly opened account and so Revolut didn't have any usual account activity to compare the scam payments to and having considered these payments carefully, I don't think any of them were remarkable enough for them to have stood out to Revolut and to have prompted further discussion. The payments are for relatively modest amounts and they aren't inherently suspicious when considering that it is quite common for customers to process transactions up to these amounts on a daily basis.

The above being said, Revolut did intervene on some of the payments and it contacted Mr T via the Revolut app to ask him what the payments were for. Each time he was asked, Mr T

told Revolut that the payments were being sent to a “*friend or family member*”. Revolut then provided Mr T with scam warnings in relation to scams that are associated with payments being made to friends or family members and Mr T proceeded with the payments. So Revolut, believing that the payments were being made to someone known to Mr T allowed the payments to go through. There wasn’t anything else about the payments that would’ve indicated to Revolut that they were actually being made as a result of a job scam. So, whilst I fully accept that Mr T didn’t realise the significance of being asked to provide an accurate payment reason, Revolut can only provide scam warnings based on the scam risk it could’ve reasonably identified at the time and I think this is what Revolut did in this particular case. I’m satisfied its intervention was proportionate to the scam risk identified given the relative modest value of the payments and what it had been told about the intended beneficiaries. And so, it wouldn’t now be reasonable for me to say the scam payments were so unusual that they should’ve prompted further checks by Revolut before they were allowed to leave this account.

I also have to stress that, at the time, Revolut wouldn’t have known that Mr T was making a payment to a scammer – it thought he was sending funds to a friend or family member. It is now only with the benefit of hindsight that we know that the payments were being made as the result of a scam and banks have to strike a balance between processing payments as per their customer’s instructions and monitoring accounts for unusual and potentially harmful activity. In the particular circumstances of this case, I don’t think it would be fair or reasonable to say Revolut should’ve done more to prevent the payments than it did.

I’ve also thought about whether Revolut could’ve done more to help Mr T once it was notified of the scam but I don’t think it could. Revolut contacted the receiving firms and one was able to confirm that Mr T’s funds had already been utilised. The other firm did not respond and so there was nothing further Revolut could do

Mr T’s vulnerabilities

I can see from Mr T’s file that he has been open and honest about his ongoing mental health struggles. I’d like to thank Mr T for doing this, as I can appreciate this is very sensitive information which it might be upsetting for him to tell us about. I’ve read through what Mr T has told us and the medical information he has provided and I am grateful to him for providing as much detail as he has but this doesn’t mean his complaint is now one I can fairly and reasonably uphold. There are no regulations that apply to the type of payments Mr T made that mean he is due an automatic refund from Revolut because he is a vulnerable customer. So, although I have no doubt that Mr T was vulnerable to this type of scam, that doesn’t mean Revolut need to offer him a refund now or that it knowingly failed to protect a vulnerable consumer.

In response to our investigators view of his complaint, Mr T raised concerns about not being given the opportunity to declare his vulnerabilities at the time of opening his Revolut account. As our investigator pointed out, these complaint points were not initially raised with Revolut so it has not had an opportunity to respond to them. It would therefore be unreasonable for me to make a finding on this point. However, for completeness, I think it is suffice to say that I am not aware of any obligation on Revolut to give customers an opportunity to declare any vulnerabilities during the account opening process. And even if Revolut had been made aware of Mr T’s vulnerabilities, I don’t think it follows that the payments now under discussion here would’ve been stopped. I still think the intervention that took place would’ve been proportionate to any scam risk identified and I don’t think Revolut being aware of Mr T’s vulnerabilities would’ve changed this.

I understand that Mr T's representative has put forward arguments about Mr T's complaint being pre-determined by Revolut. Again, this concern was not raised with Revolut as part of Mr T's original complaint so Revolut has not had the opportunity to respond. However, I will say, for the sake of completeness, that I don't think this makes a difference to the overall outcome of this complaint. As I have said above, I have reviewed the actions taken by Revolut at the time the payments left Mr T's account and I think the interventions that took place were proportionate to the scam risk identified. It would therefore be unreasonable for me to now reach the conclusion that Revolut needed to do something differently when reaching this conclusion when Mr T first reported the scam.

Finally, I want to say again that I am very sorry to hear about what has happened to Mr T. I have a significant amount of sympathy for the situation he has found himself in, I know this was a lot of money for him to lose. But I don't think his loss was caused by any specific failing on behalf of Revolut. The fault here lies with the cruel and callous acts of the scammers themselves.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 3 February 2026.

Emly Hanley Hayes
Ombudsman