

The complaint

Mr L complains that Revolut Ltd won't reimburse him money he lost to fraud.

What happened

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

Mr L was contacted by a third-party about a job opportunity, after he'd been applying online for numerous roles. The opportunity involved reviewing and rating hotels to increase their visibility.

Mr L accepted the role and begun undertaking the tasks he was assigned. However, Mr L was told that in order to continue completing tasks, he'd need to top up his online account balance.

Between 4 and 7 March 2025, Mr L made 18 payments from his account he held at Revolut to accounts instructed by the third-party. But requests for top-ups started to increase and Mr L eventually became suspicious enough to realise he'd been the victim of fraud. He therefore raised a claim with Revolut.

Revolut considered Mr L's claim, but decided not to reimburse his loss. In summary, it found that it had provided adequate warnings to him prior to some of the payments being processed. And it attempted to recover his losses from the receiving account without success.

Mr L remained unhappy, so he referred his complaint to our service for an independent review. An Investigator considered the evidence provided by both parties, but concluded that Revolut had acted fairly in declining to reimburse Mr L.

Mr L disagreed with that assessment, so the matter has now 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, 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 have been good industry practice at the time.

There is no dispute here that Mr L authorised the transactions in question. And the starting position in law is that he will be held liable for transactions that are authorised in the first instance. That is due to Revolut's primary obligation to process payments in line with its customer's instructions, as set out in the Payment Services Regulations 2017.

However, taking into account the above considerations, Revolut ought reasonably to have

been on the lookout for any transactions that would indicate Mr L was at risk of financial harm from fraud. And where it identifies a risk, it ought reasonably to intervene in that payment, ascertain the purpose of it, and provide warnings relevant to the risk presented.

Mr L has mentioned in both his complaint and the responses to our Investigator's view the Contingent Reimbursement Model (the CRM Code). However, the CRM Code only applies to certain types of payments. It only covers payments made via the Faster Payment's system. And as Mr L made these payments via 'push to card', they do not fall within its scope. I have therefore disregarded the provisions of the CRM Code in this case.

There is no dispute in this case that Revolut ought to have intervened in the payments made, as it did in fact identify a risk, pause several payments and ask Mr L a series of questions to ascertain the purpose of the payments being made. What is in dispute is whether these interventions went far enough, and if not, whether any further interventions would have prevented Mr L from making any further payments toward the fraud.

Mr L created his Revolut account on the day he began making payments to the fraudster. So Revolut were at a disadvantage in identifying out of character or unusual payments from his account; it had no account history to base such an assessment. However, I am in agreement with our Investigator that the pattern of the payments being made was concerning enough to warrant intervention from Revolut. I say that as Mr L was making multiple payments to new payees in quick succession of one another—a pattern of spending one would deem indicative of fraud.

Revolut chose to deploy dynamic warnings as part of its intervention. This entailed asking Mr L a series of questions about the purpose of the payments he was making and providing warnings based on the answers given. Considering the risk indicators associated with those payments, against the low value of them and the lack of account history to compare, I find that these interventions were reasonable and proportionate.

Unfortunately, Mr L had been subjected to extensive social engineering and placed his trust in the fraudster when being instructed to make the payments subject to this dispute. I can see from the messages sent back and forth between them that Mr L was provided with exact instructions on how to execute the payments. Mr L was told what to answer to each question asked and he followed these instructions without challenge. This resulted in Mr L responding incorrectly to the questions being asked and therefore led to warnings not relevant to his circumstances.

Revolut's intervention did attempt to go further than this. I can see it told Mr L to answer the questions honestly and warned him that if he was being told how to answer them, or was being pressured to hide the true nature of the transactions, he could be being scammed. Mr L told Revolut that no one was assisting him with the transactions or how to respond to the questions asked.

The responses to these questions, along with the reasons Mr L was giving for making the payments, meant that Revolut was unaware of the true nature of the payments being made. And this thwarted its ability to warn Mr L appropriately to the circumstances he was in fact in. I don't find it reasonable to hold Revolut liable for Mr L's losses where it has not been able to warn him appropriately due to Mr L's actions.

In response to our Investigator's view, Mr L has argued that Revolut ought to have gone further than it did in its interventions. He's suggested that had it made contact with him directly, and challenged the payments further, this likely would have broken the spell of the fraud and prevented further payments.

However, as I have already touched upon above, I find the intervention Revolut did carry out to be proportionate to the fraud risk it was presented with. So I don't agree with Mr L that a more thorough intervention was warranted in the circumstances. That said, had Revolut decided to go further and contact him via its in-app chat to discuss the payments, it's likely he would have reverted to the fraudster for advice on how to respond.

It's evident from the messages I have seen between Mr L and the fraudster that he was seeking guidance from them on all aspects of the questions asked from not only Revolut, but the other financial business he was instructed to open an account with. Mr L can be seen asking the fraudster how to respond to specific questions asked and what to place into the application when opening the account. And had Revolut questioned Mr L further, it's reasonable to find that he likely would have done the same. Mr L didn't substantively challenge the fact that he was being asked to respond to questions as part of the payment journey incorrectly. So it's likely he wouldn't have questioned the fraudster had he been asked to lie to a representative of Revolut if it'd made contact directly.

I am sorry to hear of the loss Mr L has suffered, and I sympathise with the impact the fraudster's actions have had on him both financially and emotionally. But my role is to determine if Revolut ought to have done more to protect him from financial harm. And where it couldn't have done more, I can't reasonably hold it liable for his losses. Here, I find Revolut's actions to have been reasonable and proportionate. And I find it unlikely that any further action it could have taken would have stopped Mr L from making the payments. It therefore follows that Revolut were fair when deciding not to reimburse Mr L his losses.

My final decision

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 February 2026.

Stephen Westlake
Ombudsman