

The complaint

Miss O complains that Revolut Ltd won't refund the money she lost to a job scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Miss O was looking for a remote job to help her income whilst caring for her baby and, in July 2025, she was approached by a fake recruiter and then a fake representative of Company T (a fake company) offering her a remote part-time job.

This was a commission-based job completing basic reviews to boost city trip ratings. Miss O was recruited and received some basic training. An account was created for her on a Company T platform and, after completing initial sets of tasks and receiving a few credits, higher earning tasks became available. However, for these more attractive tasks there was a requirement for Miss O to credit her Company T account, and she was told she needed to do this in crypto via an account with Company C (a crypto company) that they helped her set up.

Miss O opened a Company C account and transferred five payments (shown in the below table) from her Revolut account. Also, after Revolut blocked a £465 payment (prior to transfer 4 and 5) Miss O paid this amount from her account with Bank M. So, her payments totalled £2,267,70.

Bank Transfer Number	Date / Time	Payee	Amount
1	11/7/25 13:59	Miss O's account with Company C	£75.00
2	11/7/25 14:12	Miss O's account with Company C	£37.70
3	11/7/25 14:30	Miss O's account with Company C	£20.00
4	12/7/25 19:11	Miss O's account with Company C	£50.00
5	12/7/25 19:21	Miss O's account with Company C	£1,620
Total			£1,802.70

Miss O suspected a scam when she couldn't withdraw her earnings and was asked to make more payments.

Miss O contacted Revolut requesting a refund of her loss. She explained that she was vulnerable, tricked into thinking the job was genuine and that the scam and loss, which she considers could've happened to anyone, has affected her mental health.

Revolut couldn't see they had done anything wrong, and they rejected her claim, so Miss O brought her complaint to our service. But our investigator found that Revolut did intervene, and he considered that the answers Miss O gave when they intervened prevented them from protecting her.

As Miss O remains dissatisfied, her complaint has been passed to me to look at.

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 am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

I'm very sorry that Miss O became a victim of this cruel job scam and lost a significant amount of money here. But having taken all of the above into account, I conclude that:

- Due to Miss O being under the spell of the scammers, and likely coached, she provided Revolut with false and misleading answers which misled them and negated their fraud and scam measure.
- In this circumstance, I don't consider it to be fair and reasonable to hold Revolut responsible for Miss O's loss.

I should point out that:

- I'm satisfied that Miss O's loss was the result of a scam.
- I'm satisfied that the APP Scam Reimbursement Rules, introduced by the Payment Systems Regulator in October 2024, for customers who have fallen victim to an APP scam, don't apply here. This is because the payment went to another account under Miss O's control.
- I wouldn't have expected Revolut to recover Miss O's funds as unfortunately they were passed to another company and then onto the scammers in crypto and the wallet would've been emptied.
- Regarding Miss O's comments about her vulnerability, prior to the scam I can't see that Revolut were aware of this and that she had any discussions with them about how they could support her before she made financial decisions.
- There's no dispute that Miss O made the payments here, so they are considered authorised.

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.

And, as the Supreme Court has recently reiterated in *Philipp v Barclays Bank UK PLC*, subject to some limited exceptions banks have a contractual duty to make payments in compliance with the customer's instructions.

In that case, the Supreme Court considered the nature and extent of the contractual duties owed by banks to their customers when making payments. Among other things, it said, in summary:

- The starting position is that it is an implied term of any current account contract that, where a customer has authorised and instructed a bank to make a payment, it must carry out the instruction promptly. It is not for the bank to concern itself with the

wisdom or risk of its customer's payment decisions.

- At paragraph 114 of the judgment the court noted that express terms of the current account contract may modify or alter that position. In *Philipp*, the contract permitted Barclays not to follow its consumer's instructions where it reasonably believed the payment instruction was the result of APP fraud; but the court said having the right to decline to carry out an instruction was not the same as being under a legal duty to do so.

In this case, the terms of Revolut's contract with Miss O modified the starting position described in *Philipp*, by expressly requiring Revolut to refuse or delay a payment "*if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks*".

So, Revolut was required by the implied terms of its contract with Miss O and the Payment Services Regulations to carry out their instructions promptly, except in the circumstances set out in its contract, which included where regulatory requirements meant it needed to carry out further checks.

Whether or not Revolut was required to refuse or delay a payment for one of the reasons set out in its contract, the basic implied requirement to carry out an instruction promptly did not in any event mean Revolut was required to carry out the payments immediately¹. Revolut could comply with the requirement to carry out payments promptly while still giving fraud warnings, or making further enquiries, prior to making the payment.

And, I am satisfied that, taking into account longstanding regulatory expectations and requirements and what I consider to have been good industry practice at the time, Revolut should in January 2024 fairly and reasonably have been on the look-out for the possibility of fraud and have taken additional steps, or made additional checks, before processing payments in some circumstances (irrespective of whether it was also required by the express terms of its contract to do so).

In reaching the view that Revolut should have been on the look-out for the possibility of fraud and have taken additional steps, or made additional checks, before processing payments in some circumstances, I am mindful that in practice all banks and EMI's like Revolut do in fact seek to take those steps, often by:

- Using algorithms to identify transactions presenting an increased risk of fraud;²
- Requiring consumers to provide additional information about the purpose of transactions during the payment authorisation process;
- Using the confirmation of payee system for authorised push payments;
- Providing increasingly tailored and specific automated warnings, or in some circumstances human intervention, when an increased risk of fraud is identified.

In reaching my conclusions about what Revolut ought fairly and reasonably to have done, I am also mindful that:

- Electronic Money Institutions like Revolut are required to conduct their business with "due skill, care and diligence" (FCA Principle for Businesses 2), "integrity" (FCA Principle for Businesses 1) and a firm "must take reasonable care to organise and

¹ The Payment Services Regulation 2017 Reg. 86 states that "the payer's payment service provider must ensure that the amount of the payment transaction is credited to the payee's payment service provider's account **by the end of the business day following the time of receipt of the payment order**" (emphasis added).

² For example, Revolut's website explains it launched an automated anti-fraud system in August 2018:

https://www.revolut.com/news/revolut_unveils_new_fleet_of_machine_learning_technology_that_has_seen_a_fourfold_reduction_in_card_fraud_and_had_offers_from_banks/

control its affairs responsibly and effectively, with adequate risk management systems” (FCA Principle for Businesses 3)³.

- Over the years, the FCA, and its predecessor the FSA, have published a series of publications setting out non-exhaustive examples of good and poor practice found when reviewing measures taken by firms to counter financial crime, including various iterations of the *“Financial crime: a guide for firms”*.
- Regulated firms are required to comply with legal and regulatory anti-money laundering and countering the financing of terrorism requirements. Those requirements include maintaining proportionate and risk-sensitive policies and procedures to identify, assess and manage money laundering risk – for example through customer due-diligence measures and the ongoing monitoring of the business relationship (including through the scrutiny of transactions undertaken throughout the course of the relationship). I do not suggest that Revolut ought to have had concerns about money laundering or financing terrorism here, but I nevertheless consider these requirements to be relevant to the consideration of Revolut’s obligation to monitor its customer’s accounts and scrutinise transactions.
- The October 2017, BSI Code⁴, which a number of banks and trade associations were involved in the development of, recommended firms look to identify and help prevent transactions – particularly unusual or out of character transactions – that could involve fraud or be the result of a scam. Not all firms signed the BSI Code (and Revolut was not a signatory), but the standards and expectations it referred to represented a fair articulation of what was, in my opinion, already good industry practice in October 2017 particularly around fraud prevention, and it remains a starting point for what I consider to be the minimum standards of good industry practice now (regardless of the fact the BSI was withdrawn in 2022).
- Since 31 July 2023, under the FCA’s Consumer Duty⁵, regulated firms (like Revolut) must act to deliver good outcomes for customers (Principle 12) and must avoid causing foreseeable harm to retail customers (PRIN 2A.2.8R). Avoiding foreseeable harm includes ensuring all aspects of the design, terms, marketing, sale of and support for its products avoid causing foreseeable harm (PRIN 2A.2.10G). One example of foreseeable harm given by the FCA in its final non-handbook guidance on the application of the duty was *“consumers becoming victims to scams relating to their financial products for example, due to a firm’s inadequate systems to detect/prevent scams or inadequate processes to design, test, tailor and monitor the effectiveness of scam warning messages presented to customers”*⁶.

Overall, 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 in January 2024 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,

³ Since 31 July 2023 under the FCA’s new Consumer Duty package of measures, banks and other regulated firms must act to deliver good outcomes for customers (Principle 12), but the circumstances of this complaint pre-date the Consumer Duty and so it does not apply.

⁴ BSI: PAS 17271: 2017” Protecting customers from financial harm as result of fraud or financial abuse”

⁵ Prior to the Consumer Duty, FCA regulated firms were required to “pay due regard to the interests of its customers and treat them fairly.” (FCA Principle for Businesses 6). As from 31 July 2023 the Consumer Duty applies to all open products and services.

⁶ The Consumer Duty Finalised Guidance FG 22/5 (Paragraph 5.23)

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).

With all the above in mind, I first considered:

Whether Revolut recognised that Miss O was at risk of financial harm from fraud and took proportionate action?

Payments 1 to 3 (11 July 2025)

I found that Revolut didn't intervene on these three payments. Although these three payments were made within just thirty-one minutes and to a crypto company, I don't think it was a failing of Revolut not to have put any intervention measures in place to protect Miss O from financial harm. This is because all of the payments were for very low amounts (£75, £37.70 and £20). Also, Revolut process thousands of payments each day and, as mentioned above, they have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm. In addition, although crypto does carry a higher risk and isn't a regulated activity, it isn't unusual for consumers to use or invest in crypto coin and it is common (and legal) for them to use crypto exchange companies.

Attempted payments for £465 and £200 (between payment 3 and 4 on 12 July 2025)

Although these were for low amounts and the intervention reason isn't clear, Revolut did recognise a financial harm risk on these attempted payments and blocked several attempts to make a £465 payment to Company C and another for £200. Also, through the use of automation, they asked Miss O a number of questions and issued (unskippable) general scam warnings. Additionally, they put a payee spend restriction on her account of £100. This appears to have caused Miss O to use her Bank M account to make a £465 payment.

Payment 4 and 5

Revolut allowed payment 4 for £50, which I think was reasonable as they'd set a low amount limit and also issued more automated warnings. Then for the larger £1,620 payment (payment 5) which occurred ten minutes later, in addition to further automated questions and warnings, they put in place a human intervention to help protect her. This was a call with one of their fraud and scam agents.

I consider the above interventions to have been proportionate to the heightened risk of crypto payments.

I then considered:

The effectiveness of Revolut's human intervention on Payment 5 and whether they should've been able to unravel or detect the scam preventing Miss O's loss

When Miss O responded to Revolut's automated questions on payment 4, she said the payment was for an investment account which she discovered through a friend or family. Also, in response to a question she mentioned Company T.

On the call I found that, despite probing questions from Revolut's agent, Miss O assuredly and consistently maintained what she was just investing in crypto and a friend was helping her. As Miss O had made reference to Company T on Revolut's system, the agent probed several times to clarify what she meant when she entered Company T and asked her if she was working for them and if the payment was connected. Probably due to scammer coaching or scammers leading her to believe she would lose the money she had earned and paid, Miss O repeatedly and firmly said they weren't and seemed to say it was her friend who worked for Company T.

Unfortunately, Miss O's false answers took the agent off the scent, that the scam could be job related, and his subsequent questions about what she was doing and the warnings he gave her were about other scams that wouldn't have resonated. So, although I think the agent could've done more probing about her crypto transactions to detect a scam, I think Miss O would've continued to rely on an apparent cover story that a friend was helping her with small crypto investments and Revolut wouldn't have been able to unravel the scam or have enough information to reasonably suspect a scam, give the right educational information and warnings and put restrictions in place.

Also, I noted that after the intervention call, prior to releasing payment 5, Revolut's system again gave Miss O strong scam warnings but unfortunately these were about investment scams and not job scams. This is because Miss O led them to believe that she was undertaking investment activity and in order to protect her they continued to warn her about the risk.

Although I have genuine empathy for Miss O's point that she was tricked, and understand that scams can happen to anyone and they cause financial and mental health difficulties, there is evidence that prior to automated and agent questions and warnings, Revolut told her the importance of her being truthful. So, although I understand the cruel tactics that scammers use and sympathise, in this case I don't think Revolut could've prevented the scam and can be held responsible for her loss and the mental impact which I appreciate must both be very difficult to deal with.

So, I'm sorry to disappoint Miss O but having considered the above and all the information on file, I'm not upholding this complaint against Revolut Ltd.

My final decision

For the reasons mentioned above, my final decision is that I'm not upholding this complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 27 December 2025.

Paul Douglas
Ombudsman