

The complaint

Mr B complains that Revolut Ltd (“Revolut”) won’t refund over £2,000 he lost to an employment scam.

The details of this complaint are well known to both parties, so I won’t repeat everything again here. Instead, I will focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- Mr B initially reported to Revolut that he had been a victim of an employment-based scam. However, he has since said that he doesn’t remember speaking to a scammer or authorising any payments. I understand that he has been experiencing some issues with his health, which has made it difficult to remember things. And I’m sorry to hear about the difficult time Mr B has been through, but I’ve had to consider whether he likely authorised the disputed transactions or not.
- Mr B initially told Revolut that he had been persuaded to make the payments as part of an employment scam. When he first referred his complaint to this service in July 2023, he also said he had made the payments as part of a scam, where he was led to believe that he would receive his money back along with commission for leaving ratings about hotels. I appreciate Mr B may have since forgotten this, but given he originally said to both Revolut and this service that he made the payments, I’m satisfied it’s more likely than not that he authorised them, albeit I accept he was duped into thinking it was part of the work he was carrying out. Nevertheless, they would still be treated as authorised transactions. And the starting position is that firms ought to follow the instructions given by their customers in order for legitimate payments to be made as instructed.
- However, I’ve considered whether Revolut should have done more to prevent Mr B from falling victim to the scam, as there are some situations in which a firm should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character.
- I appreciate that overall, Mr B has lost over £2,000 which is a significant amount of money. But this amount wasn’t paid in one large or ‘out of character’ transaction. It was spread over six smaller increments which, in my judgment, would not have appeared particularly unusual when compared with Mr B’s spending history. So, I don’t think they ought to have been regarded as suspicious or indicating that he might have been at risk of falling victim to a scam.
- I also acknowledge there were occasions where more than one payment was made in the same day to Mr B’s crypto platform, such as three payments being made on 9 July

2021 to Transak. However, by this point, Mr B had already made a payment to this crypto platform. So, by the time he came to make these payments, Transak was already established on his account as an existing payee. The three payments he made on 9 July 2021 also only totalled just over £1,000, which cumulatively wouldn't have appeared overly unusual for an amount to be spent in one day either.

- Therefore, having considered the payments Mr B made as part of the scam, I'm not persuaded there was anything that ought reasonably to have triggered Revolut's fraud monitoring systems, or that would have indicated he was in the process of being scammed, so I don't think it was required to provide any scam warning.

I appreciate this will likely come as a disappointment to Mr B, and I'm sorry to hear he has been the victim of a cruel scam. However, in the circumstances, I do not consider it would be fair and reasonable to hold Revolut liable for his loss.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 October 2023.

Jack Ferris
Ombudsman