

The complaint

Mrs H complains that Revolut Ltd hasn't protected her from losing money to a scam.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mrs H has explained that from October 2022 she made three payments from her Revolut account for what she thought would legitimately help her recover lost funds. Mrs H subsequently realised she'd been scammed. Ultimately, Revolut didn't reimburse Mrs H's lost funds, and Mrs H referred her complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a 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've reached materially the same conclusions as our Investigator, and for materially the same reasons. That is, I've decided to not uphold Mrs H's complaint. I'll explain why. In doing so, I've focused on what I think is the heart of the matter. 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.

First, let me say, I don't doubt Mrs H has been the victim of a scam here. She has my sympathy. Ultimately, however, Mrs H has suffered her loss because of fraudsters, and this doesn't automatically entitle her to a refund from Revolut. It would only be fair for me to tell Revolut to reimburse Mrs H her loss (or part of it) if I thought Revolut reasonably ought to have prevented the payments (or some of them) in the first place, or Revolut unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I'm satisfied Mrs H authorised the relevant payments. Revolut would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mrs H is presumed liable for the loss in the first instance, in circumstances where she authorised the payments. That said, as a matter of good industry practice Revolut should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Revolut to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In this case, I wouldn't reasonably expect Revolut to have been concerned about Mrs H's two payments for £15 and £310. These just wouldn't be of the size or type whereby Revolut reasonably ought to have thought there was anything concerning about them that required its attention. Mrs H's payment of £7,132, also made to a cryptocurrency provider like the other two, was of course much larger. But Mrs H's Revolut account was newly set up. This meant Revolut didn't have an account history whereby to judge whether this was unusual enough for Mrs H to be concerning. That said, given the amount the payment was for, I would expect Revolut to have provided an appropriate written warning to Mrs H about the risk that she was being scammed. But for the same reasons as explained by our Investigator – and because I'm satisfied from the communications I've seen including those between Mrs H and the fraudsters that Mrs H was under the spell of the scam and the scammers – that I don't think it's likely Revolut would reasonably have been able to prevent Mrs H from losing this money in this particular instance no matter how explicit or robust any proportionate questioning, information or warnings had been. I'm persuaded from the communications between Mrs H and the fraudsters that Mrs H would likely have made the payments anyway. I'm not persuaded that at the time in question she would have materially taken on board anything Revolut might have said or done. So I can't fairly say Revolut unreasonably failed to prevent the payments.

I also wouldn't reasonably expect Revolut to have been able to recover these card payments given the money was used to purchase cryptocurrency from legitimate providers.

I'm sorry Mrs H was scammed and lost this money. However, I can't fairly tell Revolut to reimburse her in circumstances where I'm not persuaded it reasonably ought to have been able to prevent Mrs H's loss.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 July 2025.

Neil Bridge
Ombudsman