DRN-5111551

THE COMPLAINT

Mr B complains Revolut Ltd ("Revolut") will not reimburse him money he says he lost when he fell victim to a scam.

Mr B is represented by Refundee in this matter. However, where appropriate, I will refer to Mr W solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr B says he has fallen victim to a cryptocurrency related investment scam. He says a scammer deceived him into making payments to what he thought was a legitimate investment. The fund transfers in question are:

Payment Number	Date	Beneficiary / Merchant	Amount
1	19 April 2024	Mr B's other bank account	£1,700.00
2	23 April 2024	Mr B's other bank account	£1,000.00
3	25 April 2024	Mr B's other bank account	£1,000.00
4	25 April 2024	Payward Ltd	£6,000.00
5	29 April 2024	Payward Ltd	£400.00
6	1 May 2024	Mr B's other bank account	£100.00
7	21 May 2024	Payward Ltd	£20,000.00
8	22 May 2024	Payward Ltd	£22,000.00

Mr B disputed the above with Revolut. When Revolut refused to reimburse Mr B, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mr B did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- By telephone call on 17 April 2024, Mr B spoke to Revolut about an attempted £8,000 payment to Londonlink Gi Limited:
    - Before the call, Mr B had to complete a Revolut questionnaire regarding his payment. In the questionnaire, Mr B confirmed, amongst other things, that he was not being assisted by a third party and that he had not been asked to download any software such as AnyDesk. Mr B’s responses were untrue.
    - During the telephone call, Mr B made further statements which were untrue. For example, he confirmed again with the Revolut agent that there was no third party involvement and that he had not downloaded any software such as AnyDesk. Mr B did not mention that the ‘investment’ was celebrity endorsed, despite being asked about this. Further, Mr B told the Revolut agent that he was a Financial Conduct Authority (“FCA”) registered financial adviser – suggesting that he knew the risks involved regarding the investment.
    - The Revolut agent provided Mr B with a very clear and robust warning in response to the information Mr B provided. This warning ultimately dissuaded Mr B from continuing with his payment.
- For the above reasons, I am satisfied that Revolut provided Mr B with a warning which was proportionate to the risk identified regarding the attempted payment and the answers Mr B provided.
- I am satisfied that Revolut’s automated tailored warning was proportionate to Payment 1 and the answers Mr B provided to Revolut’s questionnaire.
- I acknowledge Refundee’s point that Revolut should not have allowed Payment 1 due to the 17 April 2024 telephone call. However, the subsequent transactions Mr B made were not to the same payee that was the subject of the 17 April call.

- Payment 4 prompted Revolut to intervene by way of in-app chat. During the chat, Mr B again confirmed there was no third party involvement. He confirmed that he had done his own research: "… *undertaken my own extensive due diligence on this*". Mr B added again that he himself was a FCA registered individual. I find that Revolut's intervention regarding Payment 4 was proportionate.

- On 21 May 2024 – after Payment 7 – Revolut spoke to Mr B via the in-app chat. Revolut submits this was not regarding a specific transaction, but in relation to Mr B's account in general. In the chat, Revolut stated to Mr B, amongst other things, "*Your account is currently limited because we believe it is highly likely that the transactions you are attempting to make are part of a SCAM. We've recently spoken with another customer who attempted very similar transactions to yours - they confirmed it was a scam*." Revolut then questioned Mr B about his payments. Again, Mr B stated that there was no third party involvement and that he had not downloaded any software such as AnyDesk. Mr B also explained why he had chosen Revolut to make his payments and that he had carried out the relevant research. I find that this intervention was proportionate.

- I have seen WhatsApp messages exchanged between Mr B and the scammer. These messages suggest that Mr B was very much under the spell of the scammer and fully trusted them at the time of the scam. In some of the messages Mr B spoke to the scammer about the bank interventions he was experiencing. Consequently, Mr B and the scammer discussed ways to mislead the banks about his payments – with Mr B even suggesting plausible cover stories. In another message exchange, Mr B informed the scammer that he thought the investment was a scam. However, the scammer managed to alleviate Mr B's concerns.

- Mr B transferred funds from his other account with another bank to his Revolut account to fund the scam. I can see that when the other bank questioned Mr B about his transfers, he also misled them about this (see linked complaint).

Taking all the above points together, I am satisfied that the interventions Revolut carried out were proportionate to the risk identified regarding the payments concerned and the answers Mr M provided. I am also satisfied that if Revolut had carried out any further interventions to try to protect Mr M from financial harm, it is likely he would have frustrated such interventions – thereby alleviating any concerns Revolut had. I would expect banks in an intervention to educate a customer on the steps they can take – research, etc. – to ensure they are dealing with a legitimate trader and provide a scam warning if necessary. In this case, Mr B did carry out such research and decided to go ahead with his payments regardless.

The above points clearly show that Mr B was very much under the spell of the scammer at the time and was prepared to mislead Revolut to get his payments over the line. In every significant intervention Revolut carried out, Mr B was not truthful with his answers.

<u>Other points</u>

- I am not persuaded this is a case where Revolut, contrary to Mr B's instructions, should have refused to put her payments through.

- Turning to recovery. Mr B's payment transfers were made from his Revolut account to other accounts in his name. Thereafter, those funds were either moved directly to the scammer(s), or, if not – Mr B should be able to withdraw them from his accounts. Further or alternatively, as some of Mr B's payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover. Further or alternatively, I find it unlikely Revolut could have done anything in terms of recovery given the time that had lapsed between Mr B's payments and when he reported the scam.

Conclusion

Taking all the above points together, I do not find that Revolut has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Revolut to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that 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 5 October 2025.

Tony Massiah
Ombudsman