

The complaint

Mr A is being represented by solicitors. He's complaining about Revolut Ltd because it declined to refund money he lost as a result of fraud.

What happened

Sadly, Mr A fell victim to a cruel cryptocurrency recovery scam. He was contacted by the scammer, claiming to be from an overseas bank that had located a cryptocurrency account in his name. To recover the money, Mr A was told he'd be required to pay various fees and he made the following card payments from his Revolut account:

No.	Date	Amount £
1	27 Feb 2024	238
2	5 Mar 2024	1,100
3	6 Mar 2024	967.35
4	6 Mar 2024	967.36

The first two payments were sent to a cryptocurrency exchange. Payments 3 and 4 were paid directly to the scammer via Paypal.

Our investigator didn't recommend the complaint be upheld. They didn't think there was any particular reason for Revolut to question the payments before they were processed.

Mr A didn't accept the investigator's assessment. His representative pointed out that payments to cryptocurrency carry a higher risk of being associated with fraud and this should have prompted Revolut to ask questions that would have uncovered the scam.

The complaint has now been referred to me for review.

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 the same overall conclusions as the investigator, and for broadly the same reasons. I haven't necessarily commented on every single point raised but concentrated instead on the issues I believe are central to the outcome of the complaint. This is consistent with our established role as an informal alternative to the courts. In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

There's no dispute that Mr A authorised the above payments. In broad terms, the starting position at law is that an Electronic Money Institution (EMI) such as Revolut is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, '*authorised*' essentially means the customer gave the business an instruction to make a

payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went.

There are, however, some situations where we believe a business, taking into account relevant rules, codes and best practice standards, shouldn't have taken its customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Revolut also has a duty to exercise reasonable skill and care, pay due regard to the interests of its customers and to follow good industry practice to keep customers' accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Revolut acted fairly and reasonably in its dealings with Mr A.

The payment

One of the key features of a Revolut account is that it facilitates payments that sometimes involve large amounts and the purchase of cryptocurrency. I must take into account that many similar payment instructions it receives will be entirely legitimate.

Having considered what Revolut knew about the payments at the time, I'm not persuaded it ought to have been particularly concerned about them. While the first two payments did go to cryptocurrency, which Revolut should have known meant the risk of them being associated with a scam was greater, the amounts involved were relatively low. Further, the account history showed Mr A had made a number of payments to cryptocurrency previously, meaning these payments weren't particularly unusual or out of character for him.

Based on the circumstances of the payments in this case, I don't think there were sufficient grounds for Revolut to think Mr A was at risk of financial harm from fraud when he made the payments. So, I can't say it was at fault for processing them in line with his instructions.

With regard to recovering the lost funds, I understand Mr A first notified Revolut of the fraud in September 2024, several months after the last payment. It's a common feature of this type of scam that the fraudster will move money very quickly to other accounts once received to frustrate any attempted recovery and I don't think anything that Revolut could have done differently would likely have led to his money being recovered successfully after this period of time.

I recognise Mr A has been the victim of a cruel scam and I'm sorry he lost this money. I realise the outcome of this complaint will come as a great disappointment but, for the reasons I've explained, I think Revolut acted fairly and reasonably in its dealings with him and I won't be telling it to make any refund.

My final decision

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 A to accept or reject my decision before 30 July 2025.

James Biles
Ombudsman