

THE COMPLAINT

Mr H complains that Revolut Ltd (“Revolut”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr H is represented by CEL Solicitors in this matter. However, where appropriate, I will refer to Mr H 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 H says he has fallen victim to an investment scam. He says a scammer deceived him into making payments to what he thought was a genuine investment. Mr H claims his brother introduced him to the investment opportunity. He also states he met the alleged scammer in person. The payments in question were all fund transfers made to ‘GS’ (the below table was set out in the investigator’s findings which was not disputed (credits excluded)):

Payment Number	Date	Amount
1	16 August 2023	£5,000
2	19 August 2023	£5,000
3	23 August 2023	£5,000
4	28 August 2023	£2,500
5	29 August 2023	£2,500
6	27 September 2023	£4,500
7	29 September 2023	£5,000
8	2 October 2023	£500

Mr H disputed the above with Revolut. When Revolut refused to reimburse Mr H, 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 H 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 he 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

- Based on the evidence before me, it is difficult to determine whether Mr H has fallen victim to a scam here – particularly given the credits involved and the fact Mr H says he met the alleged scammer in person, which is unusual. In any event, I find that this complaint fails for other reasons.
- On 15 August 2023, Mr H transferred £4,500 from his Lloyds account to his Revolut account for the purposes of the alleged scam. Lloyds spoke to Mr H about the transfer over the telephone. When asked about the account/transfer, Mr H told the Lloyds agent that he used his Revolut account to send money abroad to his daughter.
- Payment 1 triggered Revolut's systems. Consequently, Revolut intervened in the transaction by, amongst other things, asking Mr H about the purpose of his payment. Instead of selecting, 'As part of an investment', Mr H selected, 'Buy or rent goods or services'. Revolut then provided Mr H with warnings tailored to his payment purpose.
- I am satisfied that the above intervention was proportionate to: the value of Payment 1, the nature of the transaction, and importantly, the payment purpose Mr H selected.
- I have considered CEL's submissions in response to the investigator's assessment. Part of their submissions suggest that Revolut ought to have carried out a human intervention. However, I do not accept this argument. I am not persuaded that the human intervention threshold has been crossed here. That is, I am not persuaded there were sufficient aggravating features surrounding Payment 1 which warranted a human intervention.
- The above intervention would have alleviated any concerns Revolut may have had about Payment 1 and the payee, 'GS'. Therefore, I would not have expected Revolut to have intervened in Mr H's subsequent payments to GS. Further, I do not find that there were any significant concerning factors about those payments – such as high in value – which would have warranted further interventions.

Other points

- I am not persuaded this is a case where Revolut, contrary to Mr H's instructions, ought to have refused to put his payments through.
- Turning to recovery. Revolut states it reached out to the beneficiary institution, but they stated they considered the matter a civil dispute and that no funds remained. Notwithstanding this, the likelihood that even if prompt action had been taken by Revolut on or immediately after the fraud was reported, any of Mr H's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr H's payments and when he reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.
- CEL contend that Mr H was vulnerable at the time due to financial pressures, "poor digital skills", and "low emotional resilience and low confidence in managing finances". I have not seen anything to suggest that Revolut knew or ought to have known about these reasons at the time. Therefore, I do not find that Revolut ought to have dealt with Mr H's payments any differently in this regard.

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 H to accept or reject my decision before 4 December 2025.

Tony Massiah
Ombudsman