

The complaint

Mr H complains that Revolut Ltd will not refund money he said he lost to a scam.

What happened

The details of this complaint are well known to both parties so I won't repeat it all again here.

In summary, between February and March 2024 Mr H made two payments totalling £2,544.41 towards what he thought was a legitimate cryptocurrency investment opportunity. When Mr H realised the money he thought he was investing had gone, he contacted Revolut but it didn't recover his funds and it didn't uphold his complaint.

Our investigator didn't think there were sufficient grounds for Revolut to think Mr H was at risk of financial harm from fraud when he made the payments. As such she didn't think the complaint should be upheld.

Mr H didn't accept our investigator's opinion and asked for an ombudsman's decision. So, the complaint has been passed to me to decide.

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 outcome our investigator reached and for similar reasons.

Firstly, I want to clarify that I've taken into account the detailed submissions from both parties in reaching my decision. However, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. Rather, I've focused on setting out what is key to my decision.

There is limited information about the circumstances leading up to Mr H making the payments and after they were made. But from the information that's been provided, I accept that something went wrong with the investment Mr H thought he was making. Even if I were to be satisfied that what happened was the result of a scam, I don't find Revolut liable for the money he lost. I know this will be disappointing to Mr H, but I'll explain my reasons why.

In broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make. There is no dispute here that Mr H authorised the payments. And in accordance with the Payment Services Regulations and the terms and conditions of the account, Mr H is liable for the loss.

However, taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, Revolut should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud. So, I've thought about whether Revolut acted fairly and reasonably here, I think it did. I know this will be disappointing to Mr H, but I'll explain my

reasons why.

I think it is important to highlight that there are many payments made by customers each day, and it is not reasonable to expect Revolut to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers, and not unnecessarily disrupting legitimate payment instructions.

I understand that the payments were significant to Mr H, but when considered in the context of the vast number of payment instructions Revolut receives, I don't find they were of remarkable value or made in particularly quick succession which is something we often see where a scam is involved. Rather, the payments complained of were made weeks apart. Given the circumstances, I do not think there was enough here to raise concern that Mr H might be at an increased risk of financial harm and to have triggered Revolut's fraud prevention systems.

As the payments were made using Mr H's debit card the only means of recovery was through the chargeback scheme. There are specific rules set by the scheme providers for a claim to be made. As our investigator said the scheme does not apply to scams. Furthermore the payments were made to a legitimate merchant, and a service has been provided. As such, I'm not persuaded there were any realistic prospects of recovering the money Mr H lost.

I have considered all that happened here and I appreciate that Mr H has been left out of pocket, but I cannot fairly or reasonably hold Revolut responsible for his loss.

My final decision

For the reasons outlined 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 10 July 2025.

Oluwatobi Balogun
Ombudsman