

The complaint

Mr S complains that Revolut Ltd did not reimburse the funds he lost to a scam.

What happened

Mr S met a woman on a dating website; I will refer to her as 'X' for the purposes of this decision. Mr S formed a relationship with X and they discussed meeting up and spending time together. X began helping Mr S invest in cryptocurrency mining and they invested together, but there were issues with their initial investment. They talked more and X continued to help Mr S invest further. Mr S sent a total of £8,098.40 from his Revolut account between late August 2023 and February 2024. Their plans to meet up fell through and eventually, X stopped responding to Mr S' messages. Eventually, he realised he had been the victim of a scam, and his funds had been lost.

Mr S raised a scam claim with Revolut, via a representative. Revolut issued a response explaining it needed further information to carry out a full investigation, but based on what it had seen it did not think it was liable to refund Mr S. The complaint was referred to our service and our Investigator looked into it. They issued a view saying they did not think the payments Mr S made to the scam were of a significant enough value to warrant an intervention from Revolut.

They also noted Revolut did intervene in a payment of £1,299.04, however Mr S followed the guidance of the scammer and misled Revolut about the true purpose of the payment. When he refused to provide evidence to confirm his version of events, Revolut refused to process the payment. The Investigator therefore felt Revolut took a proportionate response to the risk level the payments posed, and they did not agree reimbursement was due.

Mr S' representative did not agree with the findings and felt his behaviour of cancelling payments should have been an indication he was confused, and they felt Revolut should have telephoned him in the circumstances. Overall, they felt Revolut's policy not to telephone customers was flawed and reduced its opportunity to identify vulnerable customers, which they say Mr S was.

As an informal agreement could not be reached, the complaint has been passed to me for a final 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Broadly speaking, the starting position in law is that an account provider is expected to

process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mr S authorised the payments in question as he believed they were part of a legitimate investment. So, while I recognise that he didn't intend the money to go to scammers, the starting position in law is that Revolut was obliged to follow Mr S's instruction and process the payments. Because of this, he is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Revolut did enough to try to keep Mr S' account safe.

To do so, I have reviewed Mr S' statements and I can see this was a new account that was opened for the purposes of the scam. Because of this, there was no genuine account activity for Revolut to compare the scam payments to. The payments themselves were for relatively low amounts, with the highest value payment being just £1,000 and the majority being below £200. In addition, the majority of the payments were spread out, often with at least a day and sometimes weeks in-between. I therefore think that the payments were not suspicious enough to have warranted an intervention by Revolut, even considering the fact they were mostly to cryptocurrency accounts in Mr S' name.

I can see that Revolut did intervene in one of the payments of £1,299.04 on 5 February 2024. They asked Mr S what the payment was for, and I can see he followed the guidance of the scammer in the chat between them. Mr S said this was a birthday gift for a family member, but when asked for evidence confirming a telephone call had occurred, Mr S refused to provide this to Revolut. As a result, Revolut refused to process the payment. On balance, I think this was a reasonable response to the risk level the payment posed. I think Revolut asked appropriate questions and when Mr S was unwilling to provide evidence to confirm his version of events, they rightly refused to process the payment. I therefore do not think Revolut made an error in the circumstances.

Mr S's representative has said that the fact that Mr S cancelled payments to the scam should have been an indication that he may have been vulnerable, and had Revolut telephoned him they could have uncovered this as well as the scam. However, I do not agree with this reasoning. I do not think that an individual deciding not to continue with payments is a clear indicator that something may not be right, and as explained above I do not think the overall pattern or value of the payments going to the scam was an indication Mr S may be at risk of financial harm. I therefore do not agree that Revolut needed to contact Mr S to discuss the payments further, whether that be by phone or any other medium.

I do appreciate that Mr S had gone through a difficult time around the same time as the scam, and his representative has said he was therefore vulnerable. I have to consider if Revolut should reasonably have taken steps to protect Mr S in light of this, but it would only be able to do so if it was aware of his circumstances and vulnerabilities. Unfortunately, there is no indication that Revolut was aware of Mr S' circumstances, and as explained above I do not think they needed to contact him about the payments, so there was no opportunity for any human interaction which could have revealed any vulnerabilities. I therefore do not think Revolut has acted unreasonably in the circumstances.

I understand that this will be very disappointing for Mr S, and I recognise that he has been

the victim of a particularly cruel and manipulative scam. But I do not consider that it would be fair to hold Revolut responsible for his loss, so I won't be asking it to refund any of that loss to him.

My final decision

I do not uphold Mr S' complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 October 2025.

Rebecca Norris

Ombudsman