

## The complaint

Mr D complains that Revolut Ltd won't refund the money he lost to a scam.

## What happened

The details of this complaint are well known to both parties, so I won't repeat everything again here. However, in brief, Mr D saw an advert for a company that purported to be a crypto trading firm. I will call this company B. B offered Mr D a 'trading package' that would guarantee certain levels of profit over time.

Mr D made around 30 payments to B, via a crypto exchange. These were card payments and totalled over £150,000 and took place between December 2022 and February 2023. There seems to have been an attempted transfer as well, but this was declined. This transfer was attempted on 27 January 2023. When Mr D was unable to withdraw his profits he realised he had been scammed.

I issued a provisional decision on 22 August 2025 in which I said the following;

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*In broad terms, the starting position is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.*

*But, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Revolut should:*

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;*
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud. This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;*
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;*
- have been mindful of – among other things – common scam scenarios, how fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud Mr Ds) and the different risks these can present to Mr Ds, when deciding whether to intervene.*

*I think that when Mr D made a card payment of £5,000 on 5 January 2023 directly to a crypto platform, Revolut should have been aware that Mr D was at a heightened risk of fraud. So I think that a proportionate intervention would have been to provide a general crypto warning setting out the common features of crypto scams.*

*I note that the investigator did not believe that such a warning would have resonated with Mr D because Revolut did attempt to provide a similar warning later on in the scam. He thought that, as Mr D refused to answer the required questions about the payment, which meant the transaction was declined, the same thing would likely have happened had Revolut attempted to provide a warning at that point.*

*I am not persuaded by this argument as I think at that point, a general crypto warning should have been provided regardless of any interaction from Mr D. So I need to consider whether such a warning would have resonated with Mr D at that stage of the scam.*

*That said, I am not persuaded a warning at that stage would have prevented the scam because the scam did not share the features of common crypto scams at the time. It was not discovered on social media, it was not fronted by a celebrity and remote access was not given by Mr G to the scammer. And finally, there were no official warnings available online about B at the time either.*

*Nevertheless, I think that Revolut should have intervened again during the payment of £7,474 made on 25 January 2023 given its size and this time I think that a human intervention would have been more appropriate. Had questions been asked about the payment, I think that Revolut would have been able to highlight to Mr D that what he was doing had the hallmarks of scam. He had already at that point started to have issues withdrawing the "profits" that he believed he had made. And was being told he would need to pay a series of fees to be able to make a withdrawal. So I think Revolut being able to say that what he was doing shared some features of common scams and that having to pay additional fees to withdraw profits (without being able to use the profits themselves to pay said fees) is something only usually associated with crypto scams. So, I think at that point the scam could have been uncovered had Revolut carried out an appropriate intervention and I don't think that Mr D would have sent further funds to the scammer, had that happened.*

*I have taken into account that Mr D remained in control of his money after making the payments from Revolut. It wasn't lost until he took further steps. But Revolut should still have recognised that Mr D was at risk of financial harm from fraud, made further enquiries and issued a warning to Mr D. And had it done that, ultimately I think it would've prevented Mr D's loss from the point highlighted above. So I think Revolut can fairly be held responsible for Mr D's loss in such circumstances.*

*While I have considered all of the facts of the case, including the role of other financial institutions involved, Mr D has chosen not to complain about any other firm and I cannot compel him to do so. Also, I do not think it would be fair to reduce Mr D's compensation because he's only complained about one firm, as I consider that Revolut could have prevented the loss, had it carried out a reasonable intervention when there were clear signs that Mr D could be at risk of financial harm.*

*Revolut has addressed an Administrative Court judgment, which was referred to in a decision on a separate complaint. As I have not referred to or relied on that judgment in reaching my conclusion in relation to the losses for which I consider it fair and reasonable to hold Revolut responsible, I do not intend to comment on it. I note that Revolut says that it has not asked me to analyse how damages would be apportioned in a hypothetical civil action. But, rather, it is asking me to consider all of the facts of the case before me when considering what is fair and reasonable, including the role of all the other financial institutions involved. And that is what I have done here.*

### **Should Mr D bear any responsibility for his losses?**

*In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.*

*I've considered the evidence carefully and, while I accept Mr D believed this was a legitimate investment opportunity, I'm not persuaded that belief was a reasonable one throughout the entire course of the scam.*

*Based on the information he had at the outset, including a search for online reviews and checking the company's website, there is little information about B except that a genuine company with a similar name had posted a warning that it was not the same company as B. It warned that if people had any concerns about B, they would need to report it to the FCA or Action Fraud. Had Mr D carried out some research online and seen this (which I think he likely would've done, even from a cursory search on the internet) I think this should have been slightly concerning. Especially as there is little else online about B at that time.*

*I'm also conscious that, by the time of the 25 January 2023 payment, when he was already looking to take money out, Mr D appears to have been being told he'd made high returns and I think he should reasonably have questioned whether this was too good to be true. In addition, he was told he needed to make payments to obtain those returns. There's no indication he'd been told about costs to withdraw previously and in the circumstances, I think he ought to have proceeded only with great caution given that such a request is a fairly obvious red flag that the 'investment' was not quite as it had been advertised. If he'd carried out any further research at that point, for example online searches, I think he'd have quickly discovered his circumstances were similar to those commonly associated with crypto fraud.*

*Overall, I think it's fair and reasonable for Revolut to make a 50% deduction from the redress payable in the circumstances.*

### **Recovery of funds**

*I've also looked at whether Revolut could or should have done more to try and recover Mr D's losses, once it was aware that the payments were the result of fraud.*

*As the payments outlined were card payments, I've considered whether Revolut should have tried to recover the money through the chargeback scheme. This is a voluntary agreement between card providers and card issuers who set the scheme rules and is not enforced by law. A chargeback isn't guaranteed to result in a refund. There needs to be a right to a chargeback under the scheme rules and under those rules, the recipient of the payment can defend a chargeback if it doesn't agree with the request.*

*We'd only expect Revolut to have raised a chargeback claim if it was likely to be successful and it doesn't appear that would have been the case here. Mr D paid a legitimate cryptocurrency exchange and would have received a service that involved changing his money into cryptocurrency, before sending it to the wallet address he supplied it with. Mr D's disagreement is with the scammer, not the cryptocurrency exchange and it wouldn't have been possible for Revolut to process a chargeback claim against the scammer as he didn't pay them directly."*

The representative of Mr D agreed to my provisional decision. Revolut did not add any additional points.

### **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 reviewed everything, as neither party has provided any new information, I see no reason to reach a different outcome to the one I reached in my provisional decision.

So, in summary, I think that Revolut should have intervened during the transaction of £7,474 on 25 January 2023 and had this happened, I think that the scam would have been stopped. I think that Mr D was equally liable for his loss and I don't think that Revolut could have recovered the funds lost after the scam.

So for the reasons set out above and in my provisional decision I uphold this complaint in part.

### **Putting things right**

For the reasons I've explained, I uphold this complaint about Revolut Ltd in part and instruct it to do the following:

I can see that Mr D received money back that he understood to have been 'profit/return' from his investment. Given Mr D was falling victim to a scam and his 'investment' wasn't genuine, I don't think this money should be attributed to any specific payment. Instead, I think this money should be deducted from the amount lost by apportioning it proportionately across all of the payments Mr D made to the scam. This ensures that these credits are fairly distributed.

To work this out, Revolut should consider all of the payments Mr D made to the scam.

In this case, the 'profit/returns' received equals £240.64 and the total amount paid to the scam equals £151,675.49. The 'profit/returns' amount to 0.16% of the total paid to the scam. It follows that the outstanding loss from each payment after and including the £7,474 payment made on 25 January 2023 should be reduced by the same percentage. That means Revolut should reimburse 99.84% of each payment after and including the £7,474 payment made on 25 January 2023.

After taking these steps, I calculate Mr D's outstanding loss from these payments to be £136,765.16.

### **Contributory negligence**

As I've explained, I also think that the amount reimbursed should be reduced by 50% to reflect Mr D's contributory negligence.

I therefore calculate the overall reimbursement due to Mr D to be £68,382.58. Simple interest at 8% should be added to this figure from the date of each payment to the date of settlement.

If Revolut Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D how much it's taken off. It should also give Mr D a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

My decision is that I uphold this complaint against Revolut Ltd in part and instruct it to do what I have set out above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 October 2025.

Charlie Newton  
**Ombudsman**