DRN-5373106

The complaint

Mrs M complains that Revolut Ltd ('Revolut') won't refund the money she lost to an investment scam.

She's represented by a firm of solicitors. To keep things simple, I'll refer to Mrs M throughout this decision.

What happened

The background is known to both parties. I won't repeat all the details here.

In summary, Mrs M says she invested in a scheme (I'll call 'X') which is now widely accepted was operating a crypto-investment scam. In total, about £4,600 was sent from her Revolut account across five payments in January 2022.

These payments were sent to her account with a crypto-exchange ('B') before the funds were sent on for 'investment'. To note, the contact with X went back to 2021 (earlier than the payments in question) and funds were sent from Mrs M's accounts with other firms also.

A complaint was made to Revolut in May 2024 and then referred to our Service. Our Investigator didn't uphold it. In brief, she thought X was likely a scam. But she wasn't persuaded Mrs M's payment activity was such that Revolut should have considered it suspicious. She didn't think it was at fault for processing her payment instructions without taking additional steps or carrying out further checks.

As the matter couldn't be resolved informally, it's 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've reached the same conclusions as the Investigator.

- The starting position is that liability for an authorised payment rests with the payer, even where they're duped into making that payment. It isn't in dispute that Mrs M made the payments, so under the relevant rules (the Payment Services Regulations 2017) they were authorised and Mrs M is presumed liable for her losses in the first instance.

- There are some situations where I consider that a firm (like Revolut) taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious. But I'm not persuaded there was enough about the disputed payments here, considering the amounts, when they were made, and who they were made to, for me to find it should have stepped in on concerns that Mrs M was at a heightened risk of financial harm.

- Like the Investigator, I don't think the payments ought to have appeared as particularly concerning in value. I'm mindful that the account was newly opened (so Revolut had limited information on which to assess a payment risk) and that the total loss, whilst not insignificant, was the result of a series of smaller transactions. I don't think a suspicious spending pattern developed to the extent Revolut should have intervened. And, while payments to cryptocurrency can carry an elevated scam risk, it's important to keep in mind many such payments will be genuine and unrelated to a scam. There's a balance Revolut needs to strike between identifying possible scam payments and ensuring minimal disruption to legitimate ones – and I don't think it got that balance wrong here.

- I can understand why Mrs M wants to do all she can to recover her money. But I can only hold Revolut responsible for her losses if I'm satisfied it missed an opportunity to prevent them. For the reasons I've given, I don't think that it did. Nor do I find there were other significant failings on its part that would lead me to uphold this complaint. And, in terms of recovery, it's unlikely a chargeback would have had succeeded as there's no dispute that B provided the cryptocurrency as intended before it was sent on.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 October 2025.

Thomas Cardia
Ombudsman