

THE COMPLAINT

Ms M complains Revolut Ltd (“Revolut”) will not reimburse her money she says she lost when she fell victim to two scams.

Ms M is represented by Richardson Hartley Law (“RHL”) in this matter. However, where appropriate, I will refer to Ms M 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.

Ms M says she has fallen victim to two scams. A cryptocurrency related investment scam, and thereafter a recovery scam (in relation to the money lost to the investment scam). Ms M says scammer(s) deceived her into making payments to what she thought was a legitimate investment and recovery scheme. The transactions in question are:

Fund transfers to LHV Bank (first scam)

Payment Number	Date	Amount
1	09 December 2023	£2.00
2	22 December 2023	£1,000.00
3	22 December 2023	£1,000.00

Exchanges (second scam)

Exchange Number	Date	Method / Type	Amount
1	19 June 2024	Exchange	£552.46
	20 June 2024	Crypto Withdrawal BTC on BITCOIN	0.01041038 BTC
2	22 June 2024	Exchange	£2,000.00
	23 June 2024	Crypto Withdrawal BTC on BITCOIN	0.03600000 BTC
3	26 June 2024	Exchange	£2,166.48

	26 June 2024	Crypto Withdrawal BTC on BITCOIN	0.04324927 BTC
4	12 July 2024	Exchange	£2,124.80
	12 July 2024	Crypto Withdrawal BTC on BITCOIN	0.04623521 BTC
5	19 July 2024	Exchange	£1,503.88
	19 July 2024	Crypto Withdrawal BTC on BITCOIN	0.02919320 BTC
6	15 August 2024	Exchange	£1,200.00
	15 August 2024	Crypto Withdrawal BTC on BITCOIN	0.02540254 BTC

Ms M disputed the above with Revolut. When Revolut refused to reimburse Ms M, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Ms M 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 they 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

- Firms – such as Revolut – are regulated and authorised for payment activities, which include the accepting of deposits into an account. The exchange of money into another currency is generally considered ancillary to a regulated or otherwise covered activity – and our rules allow us to consider ancillary activities. I take the view that an exchange by a firm of fiat currency into cryptocurrency that is subsequently sent out externally can also be an ancillary activity, and therefore complaints about this fall within our jurisdiction. Given this – and the fact that Ms M's complaint involves an allegation that Revolut should have intervened in the exchanges concerned to protect her from financial harm – I am satisfied that this complaint falls within our Service's jurisdiction.
- I would not have expected Payments 1 to 3 to have triggered Revolut's fraud detection systems. I say this because the transactions were relatively low in value, sent to an account in Ms M's name, and would have unlikely appeared

cryptocurrency in nature to Revolut.

- That said, I can see that Revolut did in fact intervene in Payment 1. I find the automated warnings and questionnaires Revolut presented to Ms M were proportionate when weighed against the limited aggravating features surrounding Payment 1, and the payment purpose Ms M provided. Further, Ms M did not confirm, when asked, any third-party involvement despite this very much being the case.
- I also would not have expected Exchanges 1 to 6 to have triggered Revolut's systems. I say this much for the same reasons I would not have expected Payments 1 to 3 to have triggered. I acknowledge RHL's point about the total value of the transactions between 19 and 26 June 2024 were high enough to trigger. However, those transactions were relatively spaced out, and importantly, tallied up with Ms M's account opening purpose: 'Crypto'.
 - Revolut did present some automated warnings and questionnaires to Ms M in relation to some of her following crypto withdrawals made on 23 June, 12 July, 19 July and 15 August 2024. I have not seen anything concerning about those interventions or Ms M's responses to them which would lead me to conclude that Revolut should have intervened in any of Ms M's exchanges.

Other points

- On 19, 20 and 22 December 2023, Ms M spoke with Revolut via its in-app chat. In those chats, it appears Ms M spoke with Revolut about a £1,000 transfer she was attempting which had been stopped. Having considered the chat, I am satisfied that Revolut questioned Ms M appropriately and provided her with relevant scam warnings regarding sending money to another account in her name. However, Ms M did not heed those warnings and proceeded to make Payment 1. Also in the chat session, Ms M, amongst other things, confirmed that the transfer was to her second account which was under her control, and that everything was above board.
- Throughout June, July and August 2024, Ms M spoke with Revolut via its in-app chat about her crypto withdrawals. It appears those chat sessions were prompted by a combination of Revolut stopping the withdrawals and technical issues on Ms M's end. Given this, and Ms M's responses to the above interventions, and the absence of any significant aggravating factors surrounding the exchanges, my position remains the same regarding the exchanges. That is, I would not have expected Revolut to have intervened in them.
- I acknowledge that Ms M did mention Metro and Simonch on a few occasions during her in-app chat sessions. However, I would not have expected Revolut to have carried out research on behalf of Ms M – particularly given the low risk surrounding the exchanges and Ms M's responses to the automated warnings/questionnaires (see above). RHL submit that Revolut spoke to Ms M over the telephone, but I have not seen any evidence of this.
- I am also not persuaded this is a case where Revolut, contrary to Ms M's instructions, should have refused to put her transactions through.
- Turning to recovery. Revolut attempted this, but to no avail. In any event, RHL submit that Ms M's transactions were made from her Revolut account to account(s) in her name. Thereafter, the funds were either moved directly to the scammer(s), or, if not – Ms M should be able to access her own account(s). Further or alternatively,

as Ms M's payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover. This applies to Ms M's exchanges. Further or alternatively, the likelihood that even if prompt action had been taken by Revolut on or immediately after the scam was reported, any of Mr M's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr M's transactions and when she reported the scam. In these types of scams, scammers tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.

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 Ms M to accept or reject my decision before 24 October 2025.

Tony Massiah
Ombudsman