

The complaint

Mr G complains that Revolut Ltd (“Revolut”) won’t refund the money he lost as the result of a scam.

What happened

The background to this complaint is well known by both parties, so I won’t repeat it in detail here. But I understand it to be as follows.

Mr G saw an advert online for an investment company. This company will be further referred to as “Company A”. Mr G completed an enquiry form and was contacted by an individual who would act as his account manager. Satisfied with the information given to him by the account manager, Mr G opened an account with Company A.

Mr G went on to make the following payments to Company A:

Date	Type of transaction	Amount
31/01/2024	<i>Faster payment</i>	£8,527
08/02/2024	<i>Faster payment</i>	£10,000
08/02/2024	<i>Faster payment</i>	£4,400
13/02/2024	<i>Faster payment</i>	£10,000
13/02/2024	<i>Faster payment</i>	£10,400
19/02/2024	<i>Faster payment</i>	£9,989
03/04/2024	<i>Faster payment</i>	£10,980
03/04/2024	<i>Faster payment</i>	£14,018

Mr G attempted to withdraw funds from his account but received a number of reasons as to why this wasn’t possible. Eventually, Company A ceased communication with Mr G and it was at this stage he realised he’d been the victim of a scam and contacted Revolut to request reimbursement of his losses.

Revolut declined Mr G’s complaint on the basis that the payments were authorised and in line with the genuine operation of the account. Unhappy with this response, Mr G’s complaint was referred to our service via a professional representative.

An investigator looked into Mr G’s complaint but didn’t uphold it. The investigator said that they didn’t think the payments weren’t unusual enough for Revolut to have intervened prior to their release. They also felt that the warning given by Revolut prior to the release of the last payments was sufficient.

Mr G disagreed with our investigator’s view. In summary, Mr G felt Revolut had fallen short of their regulatory requirements by failing to intervene when Mr G was making the payments in dispute. Had Revolut made sufficient enquiries at the time of the payments, Mr G believes they would’ve uncovered the scam.

As the complaint couldn’t be resolved by the investigator it has been passed to me for a

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.

Mr G has provided detailed submissions to our service in relation to this complaint. In keeping with our role as an informal dispute resolution service, I will focus here on the points I find to be material to the outcome of Mr G's complaint. This is not meant to be a discourtesy to Mr G and I want to assure him I have considered everything he's submitted carefully.

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.

Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I've reached my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available evidence.

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, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

Here it's not in dispute that the payments were authorised, so the starting position is that Revolut isn't liable for the transactions.

There are, however, some situations where we believe that businesses, taking into account relevant rules, codes and best practice standards, shouldn't have taken their customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Revolut also has a duty to exercise reasonable skill and care, pay due regard to the interest of its customers and to follow good industry practice to keep customer's accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Revolut acted fairly and reasonably in its dealings with Mr G.

Having considered the payments and their characteristics in comparison with the genuine activity on Mr G's account, I'm not persuaded that they were so suspicious and out of character for the account to have warranted intervention from Revolut prior to their release. Mr G had made several high value transactions over the year prior to the payments that he has requested reimbursement for. These genuine payments are for similar, and in some cases larger, amounts than the payments he has disputed. For example, a few days prior to the first disputed payment Mr G made a genuine payment of £15,000 to a legitimate online trading company. I can also see that in May 2023 Mr G made a transaction of £20,000 to another legitimate online trading company.

I've also considered the number and volume of the transactions Mr G has requested reimbursement of. But, I don't believe that they were made in such close proximity that they

followed a known pattern of fraud or should've alerted Revolut to the fact that Mr G may be at risk of fraud or financial harm.

Based on everything I've seen, I'm not persuaded that the payments were so unusual for Mr G's account that Revolut ought to have been concerned that he may be at risk of fraud or financial harm. As that's the case, I can't say Revolut acted incorrectly by allowing the payments to debit Mr G's account or that they should've intervened prior to their release.

Lastly, I've considered whether Revolut did what they should have when they were made aware that Mr G had fallen victim to a scam. I can see that Revolut contacted the relevant beneficiaries in an attempt to recover Mr G's funds. Unfortunately, these attempts were unsuccessful as Mr G's funds were no longer in the accounts. As that's the case, I'm satisfied that Revolut did what they could in order to recover Mr G's losses.

In summary, I'm satisfied that the payments Mr G made as part of the scam were not suspicious or unusual enough to have warranted intervention from Revolut prior to their release. Additionally, I'm satisfied Revolut did what they could to recover Mr G's losses. Because of this, I can't reasonably hold Revolut liable to reimburse Mr G.

My final decision

My final decision is that I do not uphold this complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 October 2025.

Billy Wyatt
Ombudsman