

THE COMPLAINT

Miss B holds/held an account with Revolut Ltd (“Revolut”).

Miss B’s complaint is about Revolut’s refusal to reimburse her money she says she lost due to a scam.

Miss B is represented by SJS Legal Ltd (“SJS”) in this matter. However, where appropriate, I will refer to Miss B 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.

Miss B says a fraudster deceived her into making payments to what she thought was a legitimate investment. As I understand it, this fraudster was either impersonating a friend of Miss B’s, or was someone this friend had suggested to Miss B. Either way, Miss B claims this person was responsible for her losses.

I do not intend on setting out a detailed list of all the payments in question. Neither party in this matter has disputed the list of transactions the investigators at first instance set out in their assessments. So, I will provide a summary. The transactions concerned appear to be:

- Approximately £7,800 in total.
- Made between 22 October 2023 to 13 November 2023.
- Payment transfers.
- Made to payee, “RT”.
- Ranging from approximately £295 to £1,000.

Miss B disputed the above with Revolut. When Revolut refused to reimburse Miss B, she raised a complaint, which she also referred to this Service.

Two of our investigators considered the complaint and did not uphold it. In summary, they both held that they could not conclude, based on the evidence before them, that Miss B had fallen victim to a scam. SJS, on behalf of Miss B, rejected the investigators’ findings stating, in short, that Miss B had been scammed.

As the investigators’ findings were not accepted, 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 investigators at first instance were right to reach the conclusions 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.

Regulatory framework

The regulations which apply in this matter are the Payment Services Regulations 2017 (“the PSRs”).

Was Miss B scammed?

Based on the evidence before me, I am unable to conclude that Miss B was scammed.

Miss B’s testimony about how she says she was scammed does bear some of the hallmarks of a scam. However, I have been provided little by way of evidence to support Miss B’s testimony.

I have seen some undated WhatsApp messages exchanged between Miss B and a person she says was the fraudster, “EB”. Having reviewed the messages, they do not make it clear whether Miss B had or was falling victim to the scam alleged. For example, the messages neither prove a link to the losses Miss B says she has suffered, nor to the payee in this matter, RT.

Further, I have listened to a telephone call which took place between Miss B and Halifax on 26 October 2023. This call concerned, amongst other things, money Miss B was attempting to transfer from her Halifax account to her Revolut account. During that call, Miss B confirmed to the Halifax agent that no one had asked her to open her Revolut account and move money. Miss B also confirmed to the agent that she was making her payment of her own volition.

However, the above is at odds with SJS’ submissions on Miss B’s behalf: *“Our client [Miss B] asked [EB] for more information about the process, and she began sending our client instructions on how to get set up. This included downloading the Coinbase app, setting up a wallet and setting up an account with your bank,”* and, *“Our client followed [EB’s] instructions an[d] began investing her savings.”*

SJS’ submissions suggest that Miss B was in fact told to open an account with Revolut – as well as being instructed on how to invest.

Taking all the above points together – the lack of evidence and inconsistencies in Miss B’s case, etc. – I am unable to conclude that Miss B was scammed.

Conclusion

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 Miss B to accept or reject my decision before 29 July 2025.

Tony Massiah
Ombudsman