

## The complaint

Mr C complains the Revolut Ltd won't return money he lost to a scam.

Mr C is represented by a firm I'll refer to C. For ease, I've referred to comments C made as though made by Mr C himself.

## What happened

The details of this complaint are well known to both parties, so I won't repeat it all again here.

In summary Mr C said the following card payments we made as a result of a cryptocurrency investment scam.

Payment	Date	Transaction Type	Amount
1	8 May 2023	Debit Card	£250.00
2	15 May 2023	Debit Card	£100.00
3	15 May 2023	Debit Card	£100.00
4	15 May 2023	Debit Card	£1,000.00
5	15 May 2023	Debit Card	£460.00
6	15 May 2023	Debit Card	£25.00
7	18 May 2023	Debit Card	£825.00
8	18 May 2023	Debit Card	£40.00
9	1 June 2023	Debit Card	£1,600.00
10	1 June 2023	Debit Card	£30.00
11	5 June 2023	Debit Card	£1,100.00
12	5 June 2023	Debit Card	£1,054.23
13	5 June 2023	Debit Card	£16.60
14	3 July 2023	Debit Card	£414.01
15	3 July 2023	Debit Card	£10.59
	<b>31 August 2023</b>	<b>Refund</b>	<b>£16.60</b>
	<b>30 September 2023</b>	<b>Refund</b>	<b>£10.59</b>
	<b>02 October 2023</b>	<b>Refund</b>	<b>£250.00</b>
	<b>15 October 2023</b>	<b>Refund</b>	<b>£100.00</b>

Mr C said he received private messages from a financial advisor on an online employment platform regarding an investment opportunity. After making several payments toward the investment, he realised he had been scammed when he couldn't withdraw his funds. Mr C raised the matter to Revolut, but it didn't refund the money he lost, and it didn't uphold his complaint.

Our investigator thought the complaint should be upheld. He thought Revolut ought to have intervened and provided a warning when Mr C made the fifth payment. He thought that had it done so, it could have prevented his losses. However, he didn't think Mr C had acted reasonably and said he should bear equal responsibility for his losses.

Mr C accepted our investigators opinion, but Revolut didn't and asked for an ombudsman's decision. So, the complaint has been passed to me for a final decision.

On 16 April 2025 I used my provisional decision in which I said

*"I have considered all the available evidence to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold this complaint. I know it will be disappointing to Mr C, but I'll explain why.*

*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.*

*However, taking into consideration the relevant regulatory rules and guidance, codes of practice and good industry practice, Revolut should take steps to identify and where possible prevent sufficiently unusual or uncharacteristic payments to help protect its customers from financial harm resulting from fraud. So, I've thought about whether Revolut acted fairly and reasonably here, and I think it did.*

*I think it's important to highlight that there are many payments made by customers each day, and it's not reasonable to expect the bank to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers and not unnecessarily disrupting legitimate payment instructions.*

*Having reviewed Mr C's account activity, I don't find any of the payments complained of sufficiently uncharacteristic or unusual for them to have caused Revolut concern. I say this because I noted there were payments made of similar and greater value in the 12 months prior to the scam. And whilst I accept that here Mr C made several payments in quick succession, I don't think the payments were of significant value when considered in the context of the vast number of payment instructions Revolut receives. They also did not increase dramatically in value as we commonly find with payments made as a result of a scam.*

*I accept and I have taken into account that the payments were made to a cryptocurrency provider. So I think Revolut ought fairly and reasonably to have recognised that its customers could be at an increased risk of fraud when using its services to purchase cryptocurrency. However, not all cryptocurrency related purchases are fraudulent or should be treated as so. It is important to bear in mind that there are many legitimate cryptocurrency related payments made through Revolut. The bank statements I've been provided show that Mr C himself had made cryptocurrency related purchases previously. Ultimately, I don't find the payments complained of were unusual enough or, as I mentioned previously, of*

*remarkable value such that Revolut ought reasonably to have been concerned and intervened.*

### Recovery

*As the payments were made using Mr C's debit card, the only means of recovery was through the chargeback scheme. There are specific rules set by the scheme providers under which a chargeback claim can be made. Revolut raised chargeback claims for the payments and reimbursed a total of £377.19 for four of the payments. Unfortunately, the claims for all the other payments were unsuccessful. Considering the payments were made for the purpose of purchasing cryptocurrency and made to a legitimate merchant, I don't find there were any real prospects of recovering the funds.*

*I have carefully considered all that has happened here, and I understand that Mr C has been the victim of a cruel scam, I sympathise with him, but I must put aside my feelings and consider the complaint impartially. And while I appreciate Mr C lost out here, I can't fairly or reasonably hold Revolut responsible for his losses."*

Mr C didn't accept my provisional decision for the following reasons:

- He says that On 8 July 2023 he contacted Revolut stating that he was requested to pay a clearance fee for a safe transfer of fund to his account. He thinks Revolut failed to engage and inquire further, despite the apparent high-risk nature of the transfers being made.
- He thinks that the payments made on the 15<sup>th</sup> and 18<sup>th</sup> were frequent and concentrated over a short period. He thinks this warranted further scrutiny by Revolut.
- Mr C says that Revolut's mechanisms should have been able to flag these transactions given their nature and frequency.
- He thinks there may have been procedural shortcomings that adversely affected the outcome of the chargeback claims.

### **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.

I have read and considered Mr C's comments following my provisional decision and while I understand his concerns I'm not minded to alter my decision. I'll explain why.

While I acknowledge that there were several payments made in quick succession, I don't think there was enough going on, in the specific circumstances of this case, to have concerned Revolut that Mr C might have been at greater risk of harm from fraud and triggered its fraud detection systems. This is because, I don't find the payments were of remarkable value, nor were they out of character for Mr C, and I don't think there was evidence of a pattern forming that was indicative of a scam.

When Mr C contacted Revolut on 8 June 2023 he asked whether Revolut was secured by the Federal Insurance corporation (FDIC) and stated the following *"One of my friend transfer money to me by international transfer but FDIC required to clearance fee for safe and secured transfer."*

I don't think it was clear from what Mr C said that he had been asked to pay the clearance fee and not the friend he said was transferring funds to him. I couldn't fairly or reasonably expect Revolut to have been concerned that Mr C might have fallen victim to a scam from this interaction, and to have asked further questions. Especially as there were no payments made to the scammer on that day and no further payments made until several weeks later.

Chargeback is a voluntary scheme that banks sign up to. Its purpose is to resolve disputes between the cardholder and merchants, in this case that's the cryptocurrency providers the payments were made to. There are specific rules set by the scheme providers under which a claim can be made. The payments were made to legitimate cryptocurrency providers for the purchase of cryptocurrency, so Mr C would have received the service he paid for. His dispute is ultimately with the scammer he sent the funds on to and not the cryptocurrency providers. So I'm not persuaded that there were any real prospects of recovering the money Mr C lost.

And there is no statutory right for a chargeback claim to be raised. Despite this, Revolut raised the claims and I find it acted fairly and reasonably in doing so. It reimbursed four payments, however its told us that the merchants provided valid proof as a remedy to the claims, and it could not pursue them further. I'm satisfied it did what it could to try to recover the funds Mr C lost and I can't fairly or reasonably hold Revolut responsible to reimburse the rest of his losses.

### **My final decision**

For the reasons outlined above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 June 2025.

Oluwatobi Balogun  
**Ombudsman**