

The complaint

Mr C, via a representative, has complained that Revolut Ltd (“Revolut”) failed to refund the money he lost as part of an investment scam.

What happened

The details of this complaint are well known to both parties, so I will not repeat everything again here. Instead, I will focus on giving the reasons for my decision.

In summary though, Mr C was contacted by someone pretending to be a recruiter for a company that I will call B. They said that Mr C could earn money completing online tasks, but he soon found that he had to pay money upfront to unlock these tasks and receive his earnings. To do this he would have to send crypto to B.

Mr C then made over 20 payments to B. These were made by transfers to crypto exchanges, and transfers to an account that Mr C held with a different provider. The funds were then converted into crypto and were sent to B. The payments made from Mr C’s Revolut account totalled over £350,000 and took place between November 2024 and January 2025.

Mr C realised he had been scammed when he was unable to withdraw his earnings without paying a series of additional fees. Mr C asked Revolut to refund these payments, as he believes Revolut should have done more to prevent him from being scammed in the first place. Revolut did not agree with this.

One of our investigators looked into this matter and he thought that any intervention from Revolut would not have stopped the scam. He said this because he believed that Mr C was under the spell of the scammer. He therefore did not uphold this complaint.

Mr C did not agree with this and therefore this case has been passed to me to issue a final 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons.

In deciding what’s fair and reasonable, I am required to take into account relevant law and regulations, regulators’ rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

In broad terms, the starting position is that Revolut is expected to process payments and withdrawals that a customer authorises it to make. This should be in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

However, taking into account relevant law, regulatory rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Revolut should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Revolut sometimes does); and
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

Revolut did intervene and asked questions about the transactions that Mr C was making. From what I can see about these interventions, it is clear that the answers that Mr C provided stopped Revolut from providing a relevant warning and stopping the scam.

I can see that Revolut intervened during the first successful payment that Mr C made. This intervention consisted of a written warning based on the answers that Mr C gave to a series of questions. Mr C was asked, amongst other things, why he was sending funds to the crypto exchange. Mr C confirmed that it was for a crypto investment, though there was an option to select “as part of a job opportunity”. This prevented Revolut from providing a warning that was relevant to the scam that Mr C was falling for.

Revolut then called Mr C to ask further questions. Mr C gave answers that were misleading which again prevented Revolut from uncovering the scam. He said he had found the investment on his own, when he had in fact been approached about a job opportunity. He said nobody that he had met online was guiding him, when in fact he was being told to make the payments by B. He also insinuated that he was not sending the funds on from his crypto account and he was holding the crypto in place and even went so far as to provide screen shots that gave the impression that was what he was doing.

There was also a further intervention on payment 4 and again Mr C said he was investing in crypto, when he was actually sending funds as part of a job opportunity. This meant that Revolut was again unable to uncover the scam or provide a relevant warning.

I think that Revolut should have intervened again later in the scam. But I think that the same thing would have happened. With this in mind and given that Revolut was only required to take proportionate steps to try and protect Mr C from financial harm. I'm not persuaded he would've shared anything concerning with Revolut, had it questioned him more about what he was doing. So overall, I think that Revolut should have intervened more than it did. But I do not think that this would have likely stopped or uncovered the scam or allowed Revolut to provide a relevant warning that would have resonated with him.

I've also thought about whether Revolut could have done more to recover the funds after Mr C reported the fraud.

Revolut are under no obligation to refund the money, as the Authorised Push Payment Reimbursement Scheme does not cover transfers to an account in the customer's own name.

I also don't think that the funds could have been recovered by a chargeback, as the money was used essentially to purchase crypto, and Mr C did receive the crypto he'd purchased. It was only when he transferred the crypto to the scammers did the loss occur.

I appreciate this will likely come as a disappointment to Mr C, and I'm sorry to hear he has been the victim of a scam. However, whilst I have a great deal of sympathy for the situation that Mr C found himself in, I'm not persuaded that Revolut can fairly or reasonably be held liable for his loss in these circumstances.

My final decision

For the reasons given above, 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 5 December 2025.

Charlie Newton
Ombudsman