

The complaint

Mr L complains that Revolut Ltd (Revolut) is refusing to refund him the amount he lost as the result of a scam.

Mr L is being represented by a third party. To keep things simple, I will refer to Mr L throughout my decision.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr L has told us that he came across an advertisement on social media, endorsed by a well-known celebrity for a company I will call "X". X was offering an opportunity for people interested in investing in Bitcoin.

Mr L started to invest with X and was told he would be able to double his investment but when he tried to withdraw funds, he was told he would need to make further payments first.

Mr L made some payments as requested by X in relation to the withdrawal of his funds but soon realised he had fallen victim to a scam.

Mr L says the payments he has disputed from 18 October 2023 onwards were made in relation to a recovery scam. Mr L was contacted by an individual claiming they could recover his funds but would charge a fee to help.

Mr L was required to download a screensharing application so that X could guide him through the investment process.

Unfortunately, Mr L has been unable to provide much evidence of the conversations that took place throughout the scam.

Mr L has disputed the following payments:

Payment	Date	Payee	Payment Method	Amount
1	30 June 2023	exchanged to BTC	Exchange	£1,100.00
2	1 August 2023	exchanged to BTC	Exchange	£510.00
3	14 August 2023	exchanged to BTC	Exchange	£1,020.00
4	25 August 2023	exchanged to BTC	Exchange	£1,000.00
5	11 October 2023	exchanged to BTC	Exchange	£2,200.00
6	11 October 2023	exchanged to GBP	Exchange	0.09648016
7	11 October 2023	Payward Ltd	Transfer	£2,050.00
8	18 October 2023	Individual 1	Transfer	£3,500.00
9	19 October 2023	Individual 1	Transfer	£3,000.00
10	20 October 2023	Individual 1	Transfer	£2,000.00
11	10 November 2023	Payward Ltd	Transfer	£1,760.00
12	10 November 2023	exchanged to GBP	Exchange	£1,900.00

13	10 November 2023	exchanged to BTC	Exchange	0.06054675
14	11 November 2023	Payward refund		£1,760.00cr
15	13 November 2023	Individual 2	Transfer	£1,765.00
16	28 November 2023	Paybis	Debit Card	£610.00
17	28 November 2023	exchanged to BTC	Exchange	£661.83
18	28 November 2023	exchanged to GBP	Exchange	0.02139265
19	29 November 2023	Ramp Swaos	Transfer	£500.00
20	29 November 2023	Ramp Swaos	Transfer	£1,003.00
21	30 November 2023	Ramp Swaos	Transfer	£500.00
22	6 December 2023	Ramp Swaos	Transfer	£1,000.00
23	20 December 2023	Ramp Swaos	Transfer	£500.00
24	21 December 2023	Ramp Swaos	Transfer	£500.00
25	10 January 2024	Individual 3	Transfer	£500.00
26	26 January 2024	exchanged to BTC	Exchange	£300.00
27	26 January 2024	exchanged to GBP	Exchange	0.00881
28	8 February 2024	Coinbase	Debit Crad	£280.00
29	24 March 2024	Individual 1		£10.00cr

Our Investigator considered Mr L's complaint and didn't think it should be upheld. Mr L disagreed, so this complaint has been passed to me to decide.

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.

It has not been disputed that Mr L has fallen victim to a cruel scam. The evidence provided by both Mr L and Revolut sets out what happened. What is in dispute is whether Revolut should refund the money Mr L lost due to the scam.

What I can and can't look into in relation to this complaint

Our service can't consider all complaints that are referred to us. The rules under which we operate are set out in the Financial Conduct Authority's Handbook and are collectively known as the DISP rules. We can only consider complaints that fall within our jurisdiction, in line with these rules.

Particularly relevant to Mr L's complaint is DISP 2.2 which states:

"DISP 2.2: Which complaints can be dealt with under the Financial Ombudsman Service?
2.2.1 The scope of the Financial Ombudsman Service's two jurisdictions depends on:

(1) the type of activity to which the complaint relates..."

Those activities are then listed in DISP 2.3 (although I will not list all of them here). We can only consider complaints that relate to an act or omission by a financial business in carrying out one or more of the activities listed in DISP 2.3.

Cryptocurrency isn't electronic money or fiat currency according to the Financial Conduct Authority. Instead, it classifies cryptocurrency, and similar cryptocurrency-assets, as 'exchange tokens'. The operation of cryptocurrency services isn't currently regulated by the financial regulator in the UK.

There are no activities listed in DISP 2.3 which would cover the activity this part of Mr L's

complaint relates to – namely, withdrawing the cryptocurrency and sending it on to the scammer. And so, I don't think his complaint in relation to the cryptocurrency withdrawals relate to an activity covered by us.

I am mindful that Mr L deposited fiat currency to his Revolut account and then exchanged this into the cryptocurrency which was withdrawn and ultimately lost to the scam. But the sending of the cryptocurrency was provided separately from the provision of Mr L's main e-money account. In the circumstances, I don't consider Revolut's provision of sending cryptocurrency services to be sufficiently closely linked to its provision of payment services to Mr L (through the provision of his e-money account) that it should be deemed ancillary to this. So, I'm satisfied that this service is unable to investigate the withdrawal of cryptocurrency here.

What I can look at, is whether Revolut should have intervened when the deposits into Mr L's account were made and when the funds were converted into cryptocurrency before they were sent to the scammer. I can also look at the remaining payments in their entirety, as they were normal payments.

Recovering the payments Mr L made

Mr L made payments into the scam via debit card, transfer and cryptocurrency withdrawal. I have already explained I cannot consider the cryptocurrency withdrawal payments.

From everything I've seen, and from what Mr L has told us, the payments he made were legitimate payments made in exchange for cryptocurrency that was then sent on as part of the scam.

As Mr L received cryptocurrency in exchange for the payments he made and it took further steps for those funds to end up in the hands of the scammer, any attempt to recover the payments would have no chance of success.

Should Revolut have reasonably prevented the payments Mr L made?

It has been accepted that Mr L authorised the payments that were made from his account with Revolut, albeit on X's instruction. So, the starting point here is that Mr L is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Revolut should have been aware of the scam and intervened when Mr L made payments related to the scam. And if it had intervened, would it have been able to prevent the scam taking place.

I am not persuaded that Revolut should have intervened when Mr L made payments into his Revolut account and exchanged those funds into cryptocurrency. These payments were for relatively small amounts and payments into an account generally carry less risk. I don't think that considering their value Revolut should reasonably have had concerns that Mr L may have been at risk of financial harm.

Revolut did intervene when Mr L attempted some of the other payments.

On 5 July 2023 Revolut intervened when Mr L attempted to make a payment in relation to the scam and a chat took place within Revolut's in-app chat facility.

Mr L was honest when answering Revolut's questions and confirmed he had downloaded screen sharing software, he was advised to create a Revolut account, he had received calls/messages advising him to create the Revolut account for investment purposes, and he was buying cryptocurrency.

As Mr L was honest with the information that he had provided to Revolut the scam was uncovered and Mr L confirmed "Don't worry I will not be doing this again, I've learnt my lesson".

However, Mr L did continue to make the payments listed above.

When Mr L attempted payment 7 Revolut intervened again, and Mr L was required to answer a questionnaire. Mr L confirmed:

- He was not being assisted through the questionnaire
- He had not been asked to install any software
- He had found the opportunity through friends and family
- He had researched the company
- The payment was being made to his existing account

When Mr L made payment 15 Revolut intervened again, and Mr L was again required to complete a questionnaire. Mr L confirmed:

- He was not being assisted through the questionnaire
- He had not been asked to install any software
- He was making a payment to a family member or friend
- He was using bank details he had used before
- He had received the bank details face to face

Mr L received scam warnings appropriate to the incorrect answers he gave in the questionnaires and continued to make the payments.

In addition to the above Mr L was also provided with various screens when making the payments he has disputed. These screens warned Mr L about the dangers of social media promotions and giving people remote access to his devices. They also warned Mr L to complete research before making any payments.

It appears that Mr L was willing to give false information and ignore multiple warnings provided by Revolut to have the payments processed.

Providing incorrect information to Revolut would have made it very difficult for it to uncover the scam that was taking place, and giving correct information is more likely to help uncover the scam as shown when Mr L was honest answering Revolut's questions in the earlier payment.

Mr L has argued that Revolut should have intervened further than it did and that a thorough intervention would have uncovered the scam and prevented Mr L's loss.

But I think this is unlikely. Even if I was to say Revolut should have intervened further (which I don't think it needed to) I don't have enough to say Mr L would have provided any more honest answers to its questions. This would have continued to make it very difficult for Revolut to uncover the scam that was taking place.

With the above in mind, I don't think Revolut missed an opportunity to uncover the scam,

and it is not responsible for Mr L's loss.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 8 August 2025.

Terry Woodham
Ombudsman