

The complaint

Mrs P complains Revolut Ltd (“Revolut”) hasn’t refunded funds she lost as the result of a scam.

What happened

Both parties are familiar with the circumstances of the complaint, so I’ll only summarise the key details here.

Mrs P said she was added to a group chat on a messaging service regarding investing. She said she watched the group for some time and saw members sharing their results. Mrs P told us an assistant contacted her, and she decided to invest in cryptocurrency with the group. After seeing a return on a small investment, she was encouraged to invest on a one-to-one basis with a senior analyst who would take a 30% commission of her total profits. She said to be able to invest on this basis she needed to increase her investment.

Mrs P told us as she hadn’t invested in cryptocurrencies before, she did some research online and opened an account with Revolut as she thought it was the safest option.

Mrs P said when she tried to withdraw funds, she was told she needed to pay the commission before any withdrawals. She told us she paid a portion of the requested commission and was able to make a small withdrawal into her account. Mrs P explained she continued to experience issues when trying to withdraw her funds. She said she was asked to pay various fees, commissions and taxes before withdrawals could be made and once she complied further deposits were requested.

Mrs P told us she questioned whether she was being scammed as every time she tried to withdraw funds she had to pay further fees, and no further withdrawal was received. Mrs P said the scammer insisted that she trust them and that they were complying with regulations. Mrs P told us she believed she was investing in a subsidiary of a larger firm and decided to contact that firm directly and was told the firm she was trading with wasn’t affiliated with it. Mrs P spoke with the scammer about this who assured her they were and convinced her to pay further fees. When Mrs P refused additional fees, the scammer stopped communication and Mrs P realised, she had been scammed. She said she contacted Action Fraud to report the matter and after some time it closed her case. Mrs P told us she has raised a new claim with Action fraud since, as she sent further funds to the scammer.

Mrs P complained to Revolut, and her complaint wasn’t upheld. Unhappy with Revolut’s response, Mrs P raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it.

As an agreement could not be reached, the complaint has been passed to me for 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry that Mrs P has been the victim of a scam. I realise she's lost a significant sum of money, and I don't underestimate the impact this has had on her. However, just because a scam has occurred, it doesn't mean she is automatically entitled to recompense by Revolut. It would only be fair for me to tell Revolut to reimburse her for her loss (or a portion of it) if I thought Revolut ought reasonably to have prevented all, or some, of the payments Mrs P made, or if I believed Revolut hindered the recovery of the payments she made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

In broad terms, the starting position at law is Revolut are expected to process payments and withdrawals that a customer authorises it to make. I appreciate that Mrs P didn't intend for her money to end up in the hands of a scammer but as she authorised the payments in question here under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. However, there are some situations when Revolut should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the 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 - Revolut should fairly and reasonably:

- Have been monitoring accounts 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 payment service providers are generally more familiar with than the average customer.
- In some circumstances, take additional steps, or make additional checks, before processing a payment, or in some cases decline it altogether, to help protect customers from the possibility of financial harm from fraud.
- 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.

So, I've thought about whether the transactions should have highlighted to Revolut that Mrs P might be at a heightened risk of financial harm from fraud.

Revolut intervened several times prior to processing some of the disputed transactions. I don't think I need to make a finding on whether Revolut ought to have intervened on additional transactions or not as having considered things carefully I'm not persuaded that any intervention from Revolut would have uncovered the scam. I'll explain why.

L intervened several times and Mrs P wasn't forthcoming with the circumstances around the payments. She didn't disclose there was third party involvement nor the use of a trading platform. She was consistent that she was investing of her own accord, wasn't being told to

lie and wasn't moving her funds elsewhere once she had purchased cryptocurrency which we know wasn't the case. Additionally, Mrs P's testimony is clear that the scammer gave her instructions on how to respond to security questions from Revolut as well as with a cryptocurrency provider. Such coaching is difficult to counteract. Mrs P also explained she began to question if she was being scammed and contacted the company the scammer claimed to be affiliated with and was told it wasn't. Despite this she continued to communicate with the scammer who was able to persuade her it was linked to the firm and she continued to pay various fees. She also told us that she made a payment to the scammer even after logging a claim with Action Fraud. I believe that Mrs P was under the scammer's spell to such a degree that Revolut was unlikely to be able to prevent the transactions. As I don't find that Revolut is liable for Mrs P's losses, it wouldn't be fair or reasonable for me to ask it to reimburse them.

I've thought about whether there's anything else Revolut could have done to help Mrs P — including if it took the steps it should have once it was aware that the payments were the result of fraud.

Scammer's typically move funds on quickly to avoid having them returned to their victims so given the time between the transactions being made and the scam being reported to Revolut, I don't think there was any chance of successful recovery of Mrs P's funds.

Mrs P moved some funds to her account with L and so any recovery would have been from an account Mrs P had control over and so I don't think Revolut needed to attempt to recover those funds.

I'm sorry to disappoint Mrs P further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Revolut needs to refund her money or pay any compensation. I realise this means she's out of pocket and I'm really sorry She's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint.

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 Mrs P to accept or reject my decision before 19 January 2026.

Charlotte Mulvihill
Ombudsman