

## THE COMPLAINT

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

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

Mrs B is represented by CEL Solicitors (“CEL”) in this matter. However, where appropriate, I will refer to Mrs B solely in this decision for ease of reading.

## WHAT HAPPENED

On 12 June 2025, I issued a provisional decision not upholding this complaint. I attach a copy of that provisional decision below – both for background information and to (if applicable) supplement my reasons in this final decision. I would invite the parties involved to re-read the provisional decision.

## RESPONSES TO MY PROVISIONAL DECISION

Revolut did not respond to my provisional findings, but CEL did.

CEL’s position, broadly, is that the scammer took advantage of Mrs B’s vulnerabilities to manipulate her. As a result, the scammer instructed Mrs B to mislead Lloyds Bank. CEL also submits, *“While [Mrs B] was instructed by the scammer to misrepresent the purpose of the funds transfer to Lloyds Bank as ‘travelling,’ it is important to note that this was not entirely deceptive. [Mrs B] had legitimate intentions of travelling abroad for treatment. This context adds a layer of complexity to her actions during the interaction with Lloyds Bank, as her statement was partially rooted in truth and influenced by her genuine circumstances.”*

The remainder of CEL’s points echo their initial submissions.

## 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 considered CEL’s submissions, I am not persuaded to depart from my provisional findings.

As I stated in my provisional decision, I have not seen anything persuasive to suggest that Mrs B was ‘coached’ by the scammer. Further, this is the first time there has been any mention about Mrs B’s ‘travel plans’. For these reasons, I place little weight on the submissions in response to my provisional findings.

## 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 Mrs B to accept or

reject my decision before 25 July 2025.

### **COPY OF PROVISIONAL DECISION DATED 12 JUNE 2025**

I have considered the relevant information about this complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is 26 June 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don't hear from Mrs B, or if they tell me they accept my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

#### **THE COMPLAINT**

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#### **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.

Mrs B says she has fallen victim to a cryptocurrency related investment scam. She says scammer(s) deceived her into making payments to what she thought was a legitimate investment with Koinal AI. The payments in question were all fund transfers made to Payward Ltd (Kraken):

- Payment 1 – 11,600 EUR (7 August 2023)
- Payment 2 – 16,999 EUR (8 August 2023)
- Payment 3 – 23,000 EUR (24 August 2023)
- Payment 4 – 15,500 EUR (28 August 2023)

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

One of our investigators considered the complaint and did not uphold it. In short, the investigator held that Revolut's automated intervention in Payment 1 was proportionate. CEL, on behalf of Mrs B, disagreed with this arguing, in summary, that Revolut should have carried out a human intervention, which would have prevented her losses.

As Mrs B rejected the investigator's findings, this matter has been passed to me to make a decision.

## **WHAT I HAVE PROVISIONALLY 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 investigator at first instance was right to reach the outcome they did. However, I have come to this conclusion for different reasons which I set out below.

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").

### **Should Revolut have recognised that Mrs B was at risk of financial harm from fraud?**

It is not in dispute that Mrs B authorised the payment transactions in this matter. Generally, consumers are liable for payment transactions they have authorised. However, that is not the end of the story. This is because even if a payment is authorised, there are regulatory requirements and good industry practice which suggest firms – such as Revolut – should be on the look-out for unusual and out of character transactions to protect their customers from financial harm. And, if such payment transactions do arise, firms should intervene before processing them. That said, firms need to strike a balance between intervening in a customer's payment to protect them from financial harm, against the risk of unnecessarily inconveniencing or delaying a customer's legitimate transactions.

I have borne the above in mind when considering the payment transactions in this matter.

I am persuaded that Payment 1 was unusual and out of character. I acknowledge Mrs B's Revolut account was newly open with limited activity. However, I have weighed this against the fact that Payment 1 was cryptocurrency in nature and significantly high in value.

For these reasons, I think Payment 1 should have triggered Revolut's fraud detection systems.

### **What kind of intervention should Revolut have provided?**

My view is that a proportionate intervention to the risk identified would have been for Revolut to have carried out a human intervention via the in-app chat. That is, Revolut should have made further enquiries with Mrs B and provided warnings relevant to cryptocurrency investment scams.

Revolut did provide some automated warnings, but I do not find these were proportionate given the aggravating factors surrounding Payment 1.

**If Revolut had intervened in the way described, would that have prevented the losses Mrs B suffered from Payment 1 onwards?**

Having considered this question, I am not persuaded the losses could have been prevented. I take the view that, on the balance of probabilities, Mrs B would have frustrated Revolut's attempt to protect her from financial harm – thereby alleviating any concerns Revolut had.

I have reached this view for the following reasons.

On 4 August 2023, Mrs B attempted a transfer from her Lloyds Bank account to her Revolut account to fund the scam. This prompted Lloyds Bank to intervene by speaking to Mrs B before processing her transfer. Below are some of the key parts of the telephone call:

- The Lloyds Bank adviser asked Mrs B if the payment was for an investment. She said it was for “*travelling*”.
- When Mrs B was asked whether anyone had told her to download anything onto her devices – she said, no.
- Mrs B confirmed to the adviser that she did not have AnyDesk on her computer anymore.
- The adviser asked Mrs B if anyone was pressuring her to make the payment – she responded, no.

Mrs B was not truthful during her call with Lloyds Bank.

Mrs B knew at the time that the money she was transferring to her Revolut account was for an investment. But she told the adviser it was for travelling.

In CEL's submissions on Mrs B's behalf, it is submitted that: “*The scammer instructed your customer [Mrs B] to download Any Desk, explaining this software allows him to trade on your customer's behalf and guide her through the process. Having never encountered Any Desk before and not being aware of the risks associated with allowing remote access, your customer felt this was plausible.*” In the call with Lloyds Bank, Mrs B confirmed that no one had asked her to download anything onto her devices, and that she did not have AnyDesk on her computer anymore.

CEL submit that the scammer was “extremely pushy”, but Mrs B told the Lloyds Bank adviser that no one was pressuring her to make the payment concerned.

It has not been submitted that Mrs B was coached by the scammer on what to say during a bank intervention. And I have not seen anything to suggest this was the case in the WhatsApp messages exchanged between Mrs B and the scammer. Therefore, it seems Mrs B misled Lloyds Bank of her own volition. Given this propensity, I am unable to safely conclude that Mrs B would not have attempted to mislead Revolut also by saying whatever was required to get her payment over the line. To support this conclusion, I have also taken into account Mrs B's trusting relationship with the scammer: “*After several conversations with the scammer, your customer [Mrs B] had **full trust in the scammer**. Based on the company website, and the professional nature of the scammer himself, your customer confirmed she would like to invest as she was **sufficiently satisfied that the company was legitimate** [emphasis added].*”

Further, I have taken into account some inconsistencies in the submissions provided to our Service. The investigator asked CEL on two separate occasions who made the payments from Mrs B's Revolut account to Payward Ltd. This is how CEL responded:

**First response:** *"Our Client [Mrs B] does not recall scam warnings when transferring money however TeamViewer was being used to move funds to payward. The scammer was the one transferring the funds so Client would not have seen any warnings."*

**Second response:** *"[Mrs B] believes she made the payments to Payward but the scammers talked her through making the payments."*

On the one hand, it was submitted that Mrs B did not see Revolut's scam warnings because the scammer was making the transactions concerned to Payward Ltd via TeamViewer. But on the other hand, it was submitted that Mrs B made the payments herself. These contradictory submissions are further complicated by the points I have addressed above concerning AnyDesk. Further or alternatively, if Mrs B Googled Koinal AI as she says she did, she would have likely seen negative things about them online.

I acknowledge Payment 1 was made post the Financial Conduct Authority's Consumer Duty. However, when I take all the above points together, I cannot safely conclude, on balance, that Mrs B would not have tried to frustrate a human intervention from Revolut in some way – thereby alleviating any concerns it had about Payment 1. I am also not satisfied this is a case where Revolut, contrary to Mrs B's instructions, should have refused to put the transaction through. For these reasons, I am not persuaded Revolut could have prevented Mrs B's losses from Payment 1.

### **Should Revolut have exercised further interventions in relation to Mrs B's other payments?**

I have thought about whether the other payments in this matter should have triggered Revolut's fraud detection systems prompting it to intervene. Having done so, I am not persuaded they should have triggered interventions. I say this because the intervention regarding Payment 1 would have set a precedent on Mrs B's account. Also, as Mrs B continued to make payments to Payward Ltd, without any issues, this payee would have become 'established'. Even if it could be argued otherwise, I am not persuaded that such interventions would have been successful for the same reasons I have set out above regarding the intervention in Payment 1.

### **Recovery of funds**

I have considered whether Revolut acted appropriately to try to recover Mrs B's funds once the fraud was reported.

Revolut contacted the beneficiary bank in this matter on the same day Mrs B reported the scam. However, this was unsuccessful as the beneficiary bank stopped responding to Revolut.

It should be noted that Mrs B submits that her payments were made from Revolut to an account in her name. Thereafter, those funds were either moved directly to the scammer(s), or, if not – Mrs B should be able to withdraw them from her account. Further or alternatively, as Mrs B payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover.

For the above reasons, I am satisfied that it is unlikely Revolut could have done anything to recover Mrs B's money.

### **Vulnerabilities**

CEL say that Mrs B was vulnerable at the time of the scam due to her ill health which impacted her financially.

I have seen anything to suggest that Revolut knew or ought to have known about Mrs B's personal issues at the time. Therefore, I do not find that Revolut should have dealt with Mrs B's payments any differently in this regard.

### **Compensation for distress and/or inconvenience**

I have considered whether an award for distress and/or inconvenience is warranted in this matter. Having done so, I am not persuaded that it is. I have not found any errors in Revolut's investigation. Any distress and/or inconvenience Mrs B has suffered is a result of the scammer(s)' actions – not Revolut's.

### **Conclusion**

Taking all the above points together, 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 PROVISIONAL DECISION**

For the reasons set out above, I am currently minded not to uphold this complaint against Revolut Ltd.

Tony Massiah  
**Ombudsman**