

The complaint

Mr F complains about Revolut Ltd.

He says that Revolut didn't do enough to protect him when he fell victim to a scam and would like it to refund him the money he has lost.

What happened

Mr F was contacted by an individual claiming to represent a company I will refer to as 'G' offering an investment opportunity.

He did some research online, and found that there was a genuine company, G, based registered in Jersey. He also found the website looked genuine too.

Mr F was granted access to a training account to show how things worked before making an investment of £5,500 on 21 June 2021 and being given access to a 'live' investment platform.

However, Mr F realised he had been scammed when he was told that he would need to pay fees and taxes to make a withdrawal. The scammer then cut contact and Mr F was no longer able to access the platform. He made a complaint about what had happened to Revolut, but it didn't uphold the complaint, so Mr F brought it to this Service.

Our Investigator looked into things and thought that the complaint should be upheld in full. They said that Revolut hadn't done enough to protect Mr F, and they were satisfied that no deduction for contributory negligence was necessary.

Mr F accepted this, but Revolut did not. So, the complaint has been passed to me to make 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 have decided to uphold this complaint, for broadly the same reasons as our Investigator.

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.

But, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider having 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. 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;
- 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;

Should Revolut have recognised that Mr F was at risk of financial harm from fraud?

Looking at Mr F's account history, the largest payment he had made in the last 12 months was for £7,300 to an account held in his own name. However, this payment was made to a third-party, and the largest payment of this type Mr F made was for £420. So, I think that Revolut should have realised that this was an unusual payment for him – and so carried a degree of risk.

What did Revolut do to warn Mr F?

Revolut provided Mr F with a new payee warning when he made the payment – it said *“Do you know and trust this payee? If you're unsure, don't pay them, as we may not be able to help you get your money back. Remember, fraudsters can impersonate others, and we will never ask you to make a payment.”*

Given the size of the payment, I don't think this went far enough – it didn't bring any type of scam to life or provide any education about how Mr F could protect himself from scams.

What kind of warning should Revolut have provided?

Given the size of the payment, I think a proportionate response from Revolut to Mr F's payment request would have been to direct Mr F into its app for Revolut to have asked him some questions about what he was doing and why.

Revolut could have asked-

- What is the purpose of the payment?
- How did you find out about the investment?
- What is the name of the investment company?
- Are you being assisted in anyway, or told to lie?
- How does the investment work? And what have you been provided by the investment company?
- Why are you sending funds to an account with a different name to the investment company? (Had Revolut looked into this further, it would have seen that the business Mr F was sending funds to was registered as a wholesaler of watches and jewellery)

I don't think that Mr F would have lied to Revolut as it doesn't appear that he had been coached, so I think he would have told it that he received a phone call and had been given access to a 'trading platform'. I think Revolut would have known from the information provided to it that Mr F was very likely falling victim to a scam and provided him with a relevant warning about this.

Is it fair and reasonable for Revolut to be held responsible for Mr F's loss?

I've taken into account that Mr F funded his account with Revolut from his account with 'N' –

and this Service has reached out to N to see if there were any interventions that took place, but N confirmed that none had. However, Mr F was paying his own account from N – so I don't believe that a scam would have been apparent to it. And in any event, Mr F hasn't chosen to complain about N – and I can't compel him to do so.

Should Mr F bear any responsibility for his loss?

In this instance, I don't think that Mr F acted unreasonably. While he did receive a phone call he wasn't expecting, he took steps to check out who he thought he was speaking to (although it is now known that G was impersonating a genuine company) so I don't think that he would have had doubts at the time.

Mr F was also provided with professional looking paperwork and brochures, as well as signing legitimate looking contracts and terms and conditions. The communication between Mr F and the scammer was also professional with no concerning signs, and he made an application for a trading account (which was 'approved') which seemed to be legitimate at the time.

The only contradictory information available is that Mr F was told he needed to pay via a third party into the trading platform – it was explained to him that this was a third party payment processing partner, and given all the above, I don't think this is enough to say that Mr F should have been more careful and not taken this on face value, therefore I don't make any deduction for contributory negligence.

Putting things right

Revolut Ltd should refund Mr F £5,500, and on top of this pay 8% simple interest from the date of payment until settlement (less any lawfully deductible tax).

Your text here

My final decision

I uphold this complaint. Revolut Ltd should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 4 December 2025.

Claire Pugh
Ombudsman