

The complaint

Mr B, 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 B came across an advert on a social media platform about a company that purported to be a crypto investment firm that I will call B.

Mr B then made over 20 payments from his Revolut account to B, via a crypto exchange. These payments were a mixture of card payments and bank transfers. The payments made from Mr B’s Revolut account totalled over £45,000 and took place in September 2023.

Mr B realised he had been scammed when he was unable to withdraw his profits and was told he would need to pay additional fees to do so. Mr B 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.

I issued a provisional decision on 21 August 2025 in which I said the following;

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

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 B was making. From what I can see about these interventions, I don't think that the questions asked about the payments were sufficient in the circumstances. I think further questions should have been asked and more intervention should have occurred. That said, I don't think that this would have stopped the scam. I say this for the following reasons.

Mr B seems to have been aware that, if he gave accurate answers as to what he was doing, his payments might be stopped. The scam chat that we have been provided with is not the full chat. So I am not sure if the misleading answers that Mr B gave Revolut and his other account provider were provided by the scammer. Though I do note that Mr B has said that he was being guided by the scammer.

But either way, it is clear that Mr B was under the spell of the scammer, as he did give misleading answers. For example, he said he was sending funds to friends and family and that he had not installed remote access software, both of which were not accurate answers. I also note that in an intervention with a different account provider Mr B said he was sending funds abroad for his family that related to properties abroad.

So I think had Revolut intervened more than it did Mr B would have provided answers designed to not alert Revolut to what he was doing. I think that this would have prevented Revolut from uncovering the scam. Even if Revolut, despite being provided with misleading answers, given Mr B a generic crypto scam warning, I think Mr B was sufficiently under the spell from the scammer that I doubt he would have heeded such a warning.

Ultimately, Revolut was only required to take proportionate steps to try and protect Mr B from financial harm. I'm not persuaded Mr B would've shared anything concerning with Revolut had it questioned him more about what he was doing. So overall whilst I think that Revolut should have intervened more than it did. Even if it had intervened further, I don't think the scam would have been stopped.

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

Revolut are under no obligation to refund the money under the Contingent Reimbursement Model (CRM) Code. This is because Revolut are not signatories of the code. In relation to the card purchases, I don't think that there is any grounds for a chargeback as the payments were essentially a means to send funds from his Revolut account to a crypto exchange which is what happened so there would be no grounds to contest the payments.

Given this, I'm currently not persuaded that Revolut can fairly or reasonably be held liable for his loss in these circumstances."

Revolut did not add any further points. Mr B's representative did add further points. These included;

- Revolut should have been aware that scammers coach their victims and they should ask questions that were more probing to try and uncover when someone is providing misleading answers.
- That had payments been stopped then Mr B would have been more comfortable providing honest answers.

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.

This includes all the points raised in response to my provisional decision.

Firstly I should explain that I do not know what other coaching was provided as the scam chat that I have seen is incomplete. But I do know that Mr B when asked about the payments was able to provide convincing answers designed to mislead both of his current account providers. In the call with the other provider Mr B answered the questions in a relaxed and plausible way. So albeit on balance I think that the same would have happened had Revolut asked intervened in a proportional way.

I note Mr B's representative's comments that if a payment was stopped Mr B would have been more comfortable providing accurate answers to any questions asked. But Revolut did pause payments and then released them based on the responses provided by Mr B. I accept more questions should have been asked before the payments were released but as I have explained I don't think that this would have uncovered or prevented the scam.

So as Revolut could not have uncovered or prevent the scam or recover the funds it follows that I do not uphold this complaint.

My final decision

My final decision is that for the reasons set out above and in my provisional decision that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 October 2025.

Charlie Newton
Ombudsman