

The complaint

Mr A is unhappy that Revolut Ltd won't reimburse money he lost to a scam.

Mr A is professionally represented, however, for ease I have only referred to Mr A in this decision.

What happened

The details of this complaint are well known to both parties, so I won't repeat everything here. In summary, Mr A has fallen victim to three job related scams.

Mr A used his Revolut account to send money to various cryptocurrency providers, where the funds were converted into cryptocurrency before being sent on to a scammer. He also used his Revolut account to exchange funds ('fiat' currency) into cryptocurrency, which he then withdrew and sent on to the scammer. Mr A has told us he lost around £5,000 as a result of the scam.

Mr A complained to Revolut. He didn't think that Revolut did enough to protect him from financial harm at the time he made the transactions. Revolut didn't uphold his complaint. The complaint was subsequently referred to our service.

In its file submission to us, Revolut said our service didn't have jurisdiction to consider the cryptocurrency withdrawals Mr A made in relation to the scam. Our Investigator explained that although our service couldn't consider cryptocurrency withdrawals in isolation, the process of making those withdrawals involved earlier steps, such as Revolut accepting Mr A's fiat money into the account and exchanging it into cryptocurrency. The Investigator concluded that our service could consider the merits of Mr A's complaint, at least in respect of the exchange of fiat money into cryptocurrency.

However, our Investigator didn't uphold the complaint. He didn't think Revolut needed to intervene in the transactions. But he explained that Revolut had provided some warnings to Mr A, however he had provided incorrect responses to the questions making it difficult for Revolut to uncover the scam.

The complaint has been passed to me for a review and final decision.

Preliminary matters

Revolut hasn't responded to the Investigator in relation to matters concerning our jurisdiction. But for completeness, I agree that I can consider the complaint in line with what the Investigator has explained.

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've come to the same outcome as the Investigator for largely the same

reasons. I'll explain why.

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 focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. 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've thought about the Contingent Reimbursement Model Code (CRM Code) which can offer a potential means of obtaining a refund following scams like this one. But as Revolut isn't a signatory of the CRM Code, these payments aren't covered under it. I've therefore considered whether Revolut should reimburse Mr A under any of its other obligations.

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.

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 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;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multistage 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.

But, with that in mind, there is also a balance to be struck between identifying payments that could potentially be fraudulent and minimising disruption to legitimate payments.

So, the starting point for me is to consider whether any of Mr A's payment instructions – taken either individually or collectively - were particularly unusual or suspicious to have required intervention from Revolut.

In the circumstances I don't think Revolut ought to have been concerned with Mr A's payments. I appreciate that the payments lost to the scam may have represented a lot of money to Mr A but given what Revolut knew about them I would not have expected them to intervene on them. Although there were some payments made on the same day, they were all relatively modest and didn't increase significantly in value so they wouldn't have stood out as particularly concerning.

The payments were made to legitimate cryptocurrency providers. And while there are known fraud risks associated with cryptocurrency, as scams like this have unfortunately become more prevalent, not all payments related to cryptocurrency are scam related. This means that I wouldn't expect Revolut to intervene on a payment just because it related to cryptocurrency.

However, I can see that Revolut did intervene prior to processing some of Mr A's cryptocurrency withdrawals and provided him with advice and warnings to try and protect him from being scammed. During these interventions it asked Mr A for the purpose of the withdrawals and while 'As part of a job opportunity' was an available option, Mr A didn't make this selection for any of the interventions. Mr A also confirmed that he wasn't being guided by an investment manager; however, he has since confirmed that he was in fact being coached by a scammer.

Coaching is difficult for a firm to counter, and I think on balance if Revolut had intervened prior to processing the payments or conversions, Mr A would have provided responses that would have reassured Revolut that he was obtaining cryptocurrency for legitimate purposes in line with the responses he did provide to Revolut when it intervened and the advice the scammer would have given. I therefore don't think it is fair or reasonable to hold Revolut liable for Mr A's losses.

I understand that Mr A was experiencing some difficult circumstances at the time he fell victim to the scam. I'm sorry to learn about this but I can't say that Revolut was or should have been aware that he was vulnerable or made any special adjustments for him at the time the payments were made.

The transactions from Mr A's Revolut account were to either purchase or exchange cryptocurrency, which was then sent to the fraudster (albeit he didn't know that at the time). Recovery in this instance would have been unlikely, given the cryptocurrency was already in the hands of the scammer.

I appreciate this will likely come as a disappointment to Mr A, however, in the circumstances, I do not consider it would be fair and reasonable to ask Revolut to do anything further.

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 Mr A to accept or reject my decision before 3 March 2026.

Aleya Khanom
Ombudsman