

## The complaint

Ms B complains that Revolut Ltd ('Revolut') declined to refund her £95,000 which she lost as a result of a scam.

## What happened

I wrote to both parties outlining my provisional thoughts on the case in September 2025 in order to give them both the opportunity to respond and provide any further commentary or evidence. The following is an extract from that provisional decision.

*"The details of this complaint are well-known to both parties, so I will not go into every detail of what happened here. But, in summary, in August 2021, Ms B was looking for ways to increase her pension funds and came across a company which I will call 'S' who purported to be a legitimate investment brokerage firm. Persuaded that S was a genuine company, Ms B allowed S to invest £95,000 on her behalf. Unfortunately, S were not a genuine company and Ms B had fallen victim to a scam.*

*Ms B found the investment opportunity online. She said that S claimed to be a regulated company and appeared legitimate, and as an inexperienced investor she did not realise that she needed to do independent checks on the company. S claimed they could help her earn a significant return on her investment, which appealed to Ms B. S told her that they would need access to her computer to facilitate training, so she downloaded screen sharing software. She said they then helped her set up accounts with Revolut, and two cryptocurrency wallets held with other companies. She said she didn't access the account or wallets, as she allowed S to do her trading on her behalf. She said they provided her with some training and then encouraged her to invest her funds. Ms B sent just over £95,000 across three payments from her account held with her bank, to Revolut. The funds were then sent onto cryptocurrency wallets held with other businesses. Ms B said she thought that her investments quickly accumulated returns, which she believed had increased the value of her investment to over £200,000. But when she asked to withdraw her funds, she was encouraged to invest more.*

*Ms B was told that her investment was losing value quickly and she would need to deposit more money in order to keep her trading account afloat. Around this time, it dawned on her that she had fallen victim to a scam.*

*Ms B complained to Revolut. They looked into what happened but said that it was not clear that the payments were sent as the result of a scam, but could instead have been a failed investment. They also said that the payments went to legitimate institutions and to accounts held in Ms B's own name, so any loss did not occur on her Revolut account. They said Ms B authorised the payments, and she did so to fund her own cryptocurrency accounts. They also said that as it was a new account, they did not have lengthy transaction history in order to assess what was unusual or out of character for Ms B. They also said that Ms B ought to have done checks on the legitimacy of her investment before making the transactions.*

*Ms B was not happy with Revolut's response, so she escalated her concerns to our service. One of our investigators looked into what happened and recommended that Revolut ought to*

*refund 33% of the outstanding loss of £95,000 along with 8% simple interest on the losses from the date of the transaction until the payment. In summary, this was because they thought that Revolut ought to have recognised the exchanges into cryptocurrency were unusual and that Ms B may have been at risk of fraud or financial harm. They thought that Revolut ought to have intervened, and could have prevented Ms B's loss. But they also thought that Ms B, as well as her bank she sent the money to Revolut from, should fairly share some responsibility. So, they recommended that the loss was split three ways.*

*Revolut did not agree. In summary, it said:*

- It has no legal duty to prevent scams and no obligation to reimburse scam victims outside of specific reimbursement rules, which it said did not apply to these payments.*
- While it has adequate systems in place to counter the risks of financial crime, it is contractually obliged to execute valid payment instructions, with limited exceptions.*
- Payments to a customer's own account don't meet the definition of an authorised push payment scam ('APP scam'). It shouldn't be responsible for its customer's loss where it is only an intermediate link in a chain of transactions.*
- The role of other financial businesses (including any interventions or warnings they might have provided) needed to be considered.*
- The Financial Ombudsman should inform the complainant that it might be appropriate to make a complaint against another respondent.*

*What I've 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.*

*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 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. 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 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.*

*Is there sufficient evidence to conclude that Ms B fell victim to a scam here?*

*Revolut, in their submissions to our service, made mention of the fact they are not persuaded that Ms B fell victim to a scam here. I appreciate that they may not have had sight of all of the evidence I have received from Ms B and her bank, as well as some research undertaken by our service.*

*Having reviewed everything, I am satisfied that Ms B fell victim to a scam here. The literature she was provided is in line with what we often see in scam cases – covered in photos of very wealthy, famous people to infer their support or involvement in the scheme. A lot of the language does not make a great deal of sense and is not written in clear English. The manner in which everything happened is not in line with a legitimate investment. They told her that her account and money would be lost if she did not get in touch with them by the end of the working day – and saying there was nothing they could do about it. Ms B was told she had significant returns very quickly, with her investment being worth around £200,000, but she was unable to withdraw any of it and pressure was put upon her to continue sending in money. There is anecdotal evidence online of other individuals falling victim to this company. Shortly after Ms B made the payments, the FCA did publish a warning about S.*

*So, when considering all of this, it feels more likely than not that S was a scam company rather than a failed investment.*

*Were the transactions authorised by Ms B?*

*Ms B told our service that the scammers had set up the Revolut account and the cryptocurrency wallets and completed all of the transactions through a screen sharing application. However, to meet the requirements at account set-up, Revolut required Ms B to complete a 'selfie' to verify her identity against her documentation. Revolut have explained that Ms B did this, and have provided evidence of this.*

*Revolut could not rule out that screen sharing could have been possible at the time. But based on the screen sharing software company's own resources, the transactions could not have been made without the customer's own engagement. This was because whilst remote viewing may have been possible, although we do not know if this is indeed what happened here, the software did not allow any remote access control on iOS systems (Apple systems). This means the scammers could not have controlled the payment process on iOS systems, merely viewed it. The technical evidence Revolut provided me shows that the two devices were linked to Ms B's account which were an iPhone and a Safari browser – both iOS systems. There were no other devices added to the account. So, I think that whilst it is possible that they assisted her over screen sharing software, I do not think the scammers set up the account or completed the payment instructions here.*

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

*Ms B set up her Revolut account as part of the scam, so I do understand that they did not have a detailed account history to compare the transactions to. However, I think that Revolut ought to have been on notice that Ms B was at risk of fraud of financial harm here. I say this because, in summary:*

- Prior to the first successful payment, there was a top up of £10,000 and a series of reversed payments to another cryptocurrency company. There were six reverted payments to the other cryptocurrency which were very close together – the first three within three minutes, and all six in under an hour. About an hour after the first attempted payment, Ms B sent the first successful payment of £8,300 to another cryptocurrency provider. This showed that there was level of determination to get the*

money to cryptocurrency quickly. The pattern of attempted payments followed by a similarly sized transaction ought to have alerted Revolut to the risk of the first successful payment being made as a result of a fraud.

- The first successful payment was for £8,300, and recognisably to cryptocurrency. I think this payment ought to have flagged as unusual due to the large value payment to cryptocurrency on a new account. This again is in keeping with a pattern of fraud.
- The subsequent payments also demonstrated Ms B was at risk of fraud or financial crime – the second payment was only for £1,700 to a third cryptocurrency company. But, it was within 12 minutes of the first successful payment and made the total payments to cryptocurrency that day add up to £10,000.
- The final payment was to the third cryptocurrency company and was for £85,000 – the amount here was clearly an unusual amount of money to send to cryptocurrency in one day, from a relatively new account.

What did Revolut do to warn consumer, and should they have done more here?

Revolut did provide some automated interventions in this case. But I am minded to say that I am persuaded that a human intervention was required here due to the level of scam risk present.

If Revolut had provided a human intervention, would that have prevented Ms B's loss? In considering whether a human intervention by Revolut could have prevented the loss here, I have considered evidence on her case against Revolut, as well as interventions made by her bank on her linked complaint. Her bank did speak to her about payments she was making to Revolut, but I do not think I will find that these went far enough. None of the calls talked about the specifics of the type of scam that Ms B was falling victim to – a cryptocurrency investment scam. Revolut knew she was sending it to cryptocurrency platforms, so it would have been easy for them to deduce that she was involved in cryptocurrency investments, preventing her from saying this was for something else. This is a common scam type that would have been well known to Revolut and the wider industry at the time. But Ms B was simply unaware that this sort of scam existed. In the calls with her bank she does seem engaged and asks more about scams, and even says she is doing her best to be vigilant against scams. The way this scam unfolded, setting up a new EMI account and then sending money onto cryptocurrency accounts, is in keeping with common traits of this scam. And given the importance of these funds to Ms B who needs them for her retirement, I think it is more likely than not that she would have taken heed of warnings that were specific to the type of scam she was falling victim to.

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

I have taken into account that consumer remained in control of their money after making the payments from Revolut – in that it went to a cryptocurrency account in her name. It wasn't lost until she took further steps. But Revolut should still have recognised that Ms B was at risk of financial harm from fraud, made further enquiries about the payment and ultimately prevented Ms B's loss from that point. I think Revolut can fairly be held responsible for Ms

B's loss in such circumstances.

Should Ms B bear any responsibility for their losses?

I need to consider whether Ms B should also bear some responsibility for her loss by way of contributory negligence. In this case, I do think this would be appropriate because:

- Ms B explained to our service that she thought S were a legitimate, regulated company. She explained that she was unaware she had to check the legitimacy of

*the company independently as she had no reason to suspect they were not who they claimed to be. But I do think it is incumbent on individuals to check the legitimacy of who they are sending any money to – particularly the large sums Ms B was sending. I do not think that Ms B did undertake sufficient checks to believe that she was dealing with a legitimate investment. And I think had she done so, she likely would not have proceeded with the payments.*

- Had she done her own checks on 'S', I can see that there were indeed negative reviews about the company online which were there at the time she made the payments.*
- 'S' were also not regulated by the Financial Conduct Authority (FCA) nor registered on Companies House, which given they claimed to be a registered and legitimate company, would have given Ms B cause for concern.*
- The payments were made over a period of five days. She was not put under intense time pressure like we see in some scams. So, I think it would have been proportionate when sending the amount of money she was over a period of days for Ms B to have conducted independent research about S.*

*I do appreciate that Ms B has asserted that she was vulnerable to the scam at the time due to her age and the fact she was not financially literate. However, I have seen nothing to say that she was unable to protect herself from falling victim to a scam, or that Revolut were on notice that she was vulnerable in any way. I say this because she was able to follow S's training, and make financial decisions.*

*What is an appropriate amount of liability for the three parties involved?*

*In our investigator's assessment, they recommended a 34% deduction for contributory negligence based on the fact that both Ms B's bank and Revolut were responsible for the same loss and Ms B shared some responsibility too.*

*I've thought carefully about this recommendation, and while I know this will be disappointing for Ms B, I am minded to say that something else is fair and reasonable in the circumstances of this complaint.*

*In order to reach a fair outcome on this case I've considered the actions of all parties involved. And in doing so, I've thought about whether Ms B's actions, or in-actions, mean she should share liability for their loss. For the reasons I detailed above, I do think it would be fair for Ms B to bear some liability for her loss.*

*I've looked at the mistakes made by both businesses and I've found them to be very similar in nature – they both should have recognised that Ms B was at risk of financial harm from fraud and prevented her loss. Where two businesses have made the same or similar mistakes, I don't think their combined mistakes mean that they are more at fault than they would be if only one of them had made that mistake.*

*Comparing Ms B's actions against those of both businesses, for the reasons I've explained, I think that a fair deduction to the amount reimbursed is 50%. Ms B's bank and Revolut should pay 25% each of the loss and 8% simple interest from the date of the loss to the date of the payment.*

*My provisional decision*

*My provisional decision is that Revolut should refund in part, in line with the recommendations above".*

## **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 gave both parties time to respond to this provisional decision to provide any further testimony or supporting evidence. Revolut did not respond or provide any further evidence for consideration.

Ms B did not agree. I have carefully considered her response and will summarise it here. Ms B was unhappy with the provisional decision. She explained the stress that she has endured after losing her retirement savings to the scam in 2021. She was heartened to read that I agreed with our investigator's recommendations overall, including the painful but fair position that all three parties involved were culpable for their actions.

The area of discontent involved my recommendations for how this liability should be split. Ms B said she felt our investigator's recommendation that the loss was split into thirds was fair. She explained she had gone through the painful acceptance process to agree to taking on a third of the financial responsibility herself. She said my recommendation that mistakes made by both businesses were similar in nature and so they should collectively share 50% of the liability was not fair because:

- Her bank had agreed to refund 33% of her loss. Revolut had not taken any responsibility for her loss and believed this to be an investment gone wrong. They had ignored her from the day she reported the fact she had fallen victim to a scam. They had ignored emails and remained disengaged.
- Revolut and her bank are very different in their nature and business models. Two independent financial institutions failed her and each of those businesses operated independently, based on their own actions, culture, products and services.
- Both businesses had failed in their obligations to protect her funds and deter scammers, but their responses show a difference in culture. As her bank agreed to reimburse 33%, she argued that Revolut ought to do the same.

I have thought carefully about what Ms B provided in response to my provisional decision, and I am so sorry to disappoint her but my mind remains unchanged. Had her funds only been lost from her account with one of the businesses, I would be asking the business and Ms B to share the liability between them in a 50/50 split. And whilst I appreciate that the response of Revolut and her bank have been different, and their structures and cultures differ, ultimately their error was similar in nature. The error I speak of relate to the failure to prevent Ms B's losses as a result of a scam. And so, as the errors were so similar in nature, it would not be fair for all parties involved if Ms B was reimbursed more of her losses due to the fact two businesses were involved.

## **Putting things right**

Revolut must refund 25% of Ms B's loss, along with 8% simple interest from the date of the loss to the date of the reimbursement.

## **My final decision**

I uphold this complaint, in part, and require Revolut Ltd to reimburse Ms B in line with what I have outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 4 November 2025.

Katherine Jones  
**Ombudsman**