

## The complaint

Ms D complains that Revolut Ltd won't refund money she lost when she was the victim of a crypto investment scam.

Ms D is being represented by a firm I'll refer to as 'B'.

## What happened

The background to this complaint is well known to both parties and so I'll only refer to some key events here.

Ms D has explained that she fell victim to a crypto investment scam in 2022, having seen an online advert for a firm I'll refer to as 'F'. And that she invested £200 to begin with (sent from her credit card provider) before being convinced to invest greater sums. Ms D says that, as part of the scam, she was advised to open a Revolut account that was used to purchase crypto - from a well-known legitimate crypto provider – for F to trade on her behalf. Ms D has said that to do this, F used AnyDesk to guide her through the process.

The relevant debit card transactions Ms D is disputing from her Revolut account are:

Transaction Date	Amount
14 June 2022	£3,000
16 June 2022	£25,000
16 June 2022	£25,000
<b>Total</b>	<b>£53,000</b>

Ms D says she realised she'd been scammed when F told her the investment had lost value and tried to pressurise her into taking out a loan (which she didn't). At this point she confronted F, and they ceased all contact with her. Ms D notified Revolut of the scam on 22 June 2022. Chargeback claims were raised for the two £25,000 transactions, but these were rejected.

B complained, on Ms D's behalf, to Revolut in June 2024. Revolut rejected it. In short, they said:

- Ms D notified them of the scam via their in-app chat function, whereby she explained the fraudsters had initiated the three payments totalling £53,000. She was advised to change her passcode for her Revolut account and her email address.
- Chargeback claims were raised, but these were rejected as they weren't valid – with the payments being authorised by Ms D via 3DS (which required Ms D to confirm the

transactions by a push notification on her Revolut app). They also noted that the chargeback for the £3,000 payment, raised in 2024, had been made outside the card scheme's time limits.

The complaint was referred to the Financial Ombudsman. Our Investigator didn't think Revolut had to do anything further. In short, he said:

- Although Ms D said F used AnyDesk to gain control of her accounts, this application doesn't function within the Revolut app (as it blacks out screens). This ensures customers are protected from unauthorised transactions made without their knowledge. And here, he considered Ms D authorised the payments.
- Had Revolut intervened before processing the first £25,000 payment, as he would've expected, it wouldn't have made a difference. This is because, in addition to Ms D giving F control of her device via AnyDesk, Ms D's also explained that the bank in which the disputed funds originated (which I'll refer to as 'S') did intervene and conducted security checks. But she was coached in advance by F on how to answer their questions, being told S would prevent her from moving the money.
- Because of this, Ms D was clearly under the influence of F and to extent whereby it meant any intervention from Revolut would've likely been ineffective – particularly as Ms D thought the advice she received from F to give inaccurate information to S was legitimate.
- There was insufficient evidence to support the assertion that Ms D would've reconsidered the payments if questioned by Revolut.
- Ms D hadn't sufficiently demonstrated her loss to the scam, as she had not provided her crypto statements to evidence the crypto being withdrawn as part of the scam.
- Revolut couldn't have reasonably recovered Ms D's funds upon the scam being reported.

B disagreed with our Investigator and asked for Ms D's complaint to be referred to an Ombudsman. In short, they added:

- Revolut could've done more to protect Ms D from financial harm, and they ought to have considered the surrounding circumstances of such large payments. If they had contacted her, red flags would've been raised about the payments and prevented her from proceeding.
- Although Ms D was instructed by F with what to say to S, if Revolut had similarly intervened then having two banking providers concerned about the payments would've caused her concern.
- Ultimately, Revolut's fraud prevention measures should've triggered – due to the value and nature of the payments, as well as the shift in account usage. And so, Revolut ought to have contacted Ms D to ascertain the purpose of the payments. Ms D says if Revolut had done this, it would've resulted in her reconsidering the payments.
- Ms D has contacted the crypto provider to obtain statements to evidence her loss. They are awaiting a response. But all available evidence has been submitted (as she had previously disposed of any other evidence in an effort to forget the traumatic experience).

The matter has been passed to me to decide.

### **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.

While I'm sympathetic to the situation Ms D has found herself in, I've come to the same outcome as our Investigator and for similar reasons. I'll explain why.

Before I do, I want to reassure Ms D that I've considered everything B has submitted in support of her complaint. And so, while I've summarised this complaint in far less detail than what has been provided, I want to stress that no discourtesy is intended by this. If there is a submission I've not addressed; it isn't because I have ignored the point. It's simply because my findings focus on what I consider to be the central issue in this complaint – that being whether Revolut is responsible for the loss Ms D claims to have suffered as a result of a scam.

In broad terms, the starting position in law is that an Electronic Money Institution (EMI) is expected to process payments that their customer authorises them to make. Here, there has been reference to F controlling Ms D's device via AnyDesk as part of the scam, and that they processed the Revolut payments for the funds to be 'invested'. But while I've no reason to doubt the use of AnyDesk, or that F guided Ms D through the process, I'm aware that the debit card payments being disputed here were authorised via 3DS. This security step required Ms D to confirm the transactions on the Revolut app via a push notification being received. And Revolut has shown that the 3DS screens are blocked on the mobile operating system that Ms D used.

Further to this, I'm aware that Ms D spoke with S when transferring the funds to Revolut. And so, because of this, I'm satisfied that Ms D was aware that the funds were being transferred so that they could be invested with F. Because of this, while I accept Ms D was likely being guided by F, it seems she knew the payments were being made from her Revolut account to the legitimate crypto provider at the time. So, while F might have inputted Ms D's card details on the crypto provider's website, I consider Ms D knew the payments were being made and authorised them via 3DS. Therefore, under the Payment Services Regulations and the terms of her account, Revolut are expected to process Ms D's payments, and she is presumed liable for the loss in the first instance.

Revolut however has obligations to help protect customers from financial harm from fraud and scams. But those are predicated on there having been a fraud or scam. So, to start, I've considered whether Ms D has been a victim of a scam – and what financial loss she has suffered.

Ms D has provided several screenshots of what appears to be email correspondence between her and F, along with a crypto withdrawal on 14 June 2022 showing it as 'awaiting approval'. And both Revolut and S have shown that Ms D notified them in 2022 of the scam (with the reports consistent with both parties). Because of this, it seems likely that Ms D was in contact with F and fell victim to a crypto investment scam. However, while I appreciate Ms D has since explained she disposed of evidence to try and forget what happened, what is available doesn't demonstrate the disputed payments being made on the instruction of F. Nor has Ms D been able to provide statements from the crypto provider to demonstrate what happened to funds after it left her Revolut account. Consequently, I'm unable to establish the actual loss Ms D claims to have suffered. And without being able to establish the loss actually suffered (if any), I can't fairly or reasonably direct Revolut to refund Ms D the disputed transactions.

That said, even if I were able to ascertain this, I'm not persuaded Revolut would be responsible for Ms D's claimed loss. To protect Ms D from the possibility of financial harm from fraud, it would have been appropriate for Revolut to carry out additional checks before processing the first £25,000 payment (due to its high value on a newly opened account that was going to a known crypto provider). But even if Revolut had done this, I can't reasonably conclude this would've made a difference. This is because S's fraud system did detect two payments Ms D made to her Revolut account which, as I understand, prompted at least one conversation. Unfortunately, due to the time that's passed, S no longer has records of what was discussed. But Ms D has said that she was "*coached in advance by the scammers on how to answer the bank's questions*" and "*told that the bank would try to prevent them from moving their money*". Ms D followed F's instructions and authorised the transfer(s) as she believed "*this advice to be legitimate*".

Considering this, I think it's more likely than not that Ms D would've similarly followed the guidance of F if questioned by Revolut. And given Revolut would've likely referred Ms D to their in-app chat function to discuss the payment further, rather than a telephone conversation as S did, I think it would've been easier for Ms D to have provided the necessary reassurances – as directed by F – so that Revolut considered it was being made for legitimate purposes. Ultimately, I don't think Revolut could reasonably have uncovered the scam.

I'm also not persuaded that any further intervention from Revolut, in addition to what S carried out, would've given Ms D enough reason to question the legitimacy of what she was doing or that it would've deterred her from making the payments. I think Ms D was, sadly, heavily under F's spell and to extent whereby she was willing to mislead her banking providers. So, I consider it most likely that Ms D would've considered any checks carried out by Revolut just as F described – an attempt to try and prevent her from moving her money. Because of this, while I appreciate Ms D was manipulated by F as part of the scam, I don't think any intervention from Revolut would've prompted Ms D to have doubted the legitimacy of what F was telling her at that time.

It follows that while I consider Revolut should've done more before processing the first £25,000 payment, I cannot fairly conclude that this would've uncovered the scam or prevented Ms D's losses.

I've considered whether, on being alerted to the scam, Revolut could reasonably have done anything more to recover Ms D's losses, but I don't think they could. The only option available was to raise chargeback claims, which they did at the time for the two £25,000 payments. But these, and the £3,000 payment if it had been raised within the relevant time limits, didn't have any reasonable prospect of success. This is because the service paid for was provided by the crypto provider.

I know Ms D will be disappointed by this outcome. But it would only be fair for me to direct Revolut to refund her loss if I thought they were responsible – and I'm not persuaded that this is the case. For the above reasons, I think Revolut has acted fairly and so I'm not going to tell them to do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 25 November 2025.

Daniel O'Dell  
**Ombudsman**