

The complaint

Mrs T, via a representative, has complained that Revolut Ltd (“Revolut”) failed to refund the money she lost as part of a 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, Mrs T came across an advert in social media for a trading system. She was then contact by a scammer, that I will call B, that purported to be an investment firm.

Mrs T made around 40 payments to the scammer from her Revolut account. These were made by payments to a crypto exchange. The funds were then converted into crypto and were then sent on to B. These transactions took place in April and May 2024 and totalled over £30,000.

Mrs T realised she had been scammed when she was unable to withdraw her profits and B stopped all contact with her. Mrs T asked Revolut to refund these payments, as she believes Revolut should have done more to prevent her from being scammed in the first place. Revolut did not agree with this.

One of our investigators looked into this matter and he did not think that Revolut could have uncovered or prevented the scam.

Mrs T did not agree with this and therefore this case has been passed to me to issue 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.

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 this decision, I’ll concentrate my comments on what I think is relevant. If I don’t comment on a specific point, it’s not because I’ve failed to consider it, but because I don’t think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this and this reflects the nature of our service as a free and informal alternative to the courts.

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 on a number of occasions and provided automated warnings based on the answers that Mrs T provided. I think given the number and pattern of the transactions, Revolut should have intervened more than it did. But I don't think that this would have stopped the scam.

I say this because, both Revolut and Mrs T's other account provider did intervene on a number of occasions and there were a series of calls, online chats and warnings provided to Mrs T. Mrs T did not heed any of the warnings provided, even when these warnings included many features of the scams that Mrs T was actually falling for. These included a warning about downloading remote access software; that if someone is telling you to ignore warnings that they are a scammer; that fraudsters use social media to scam people; and that investments scams promise high returns in short periods of time.

These warnings did not resonate with Mrs T either at the time or later in the scams.

I can also see that Mrs T gave inaccurate answers as to what she was doing. For example, she said she'd not installed remote access software; she had checked the FCA register for the company that she was investing in; and she had not come across the investment through social media or celebrity endorsement. This is despite Mrs T installing remote access software, she had not checked the FCA register and she had come across the investment in social media and it was fronted by a celebrity.

Mrs T has explained that she was convinced what she was doing was legitimate. She also said that she was told by the scammer that banks did not want people to know about and be able to send funds to investments firms like B. She says this is why she did not heed any of the warnings provided by Revolut.

So given the above, and given that Revolut was only required to take proportionate steps to try and protect Mrs T from financial harm, I'm not persuaded she would've shared anything concerning with Revolut, had it questioned her even more about what she was doing.

So overall, I think that Revolut should have intervened more than it did. But I do not think that this would have likely stopped or uncovered the scam, or allowed Revolut to provide a warning that would have resonated with her.

I've also thought about whether Revolut could have done more to recover the funds after Mrs T reported the fraud.

Revolut are under no obligation to refund the money under any of the reimbursement schemes as the funds were sent to accounts in Mrs T's own name. So I don't think that the funds could have been recovered by other means.

I appreciate this will likely come as a great disappointment to Mrs T, and I'm sorry to hear she has been the victim of a scam. However, whilst I have a great deal of sympathy for the situation that Mrs T found herself in, I'm not persuaded that Revolut can fairly or reasonably be held liable for her loss in these circumstances.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 18 February 2026.

Charlie Newton
Ombudsman