

THE COMPLAINT

Mr M complains that Revolut Ltd (“Revolut”) will not reimburse him money he says he lost when he fell victim to a scam.

Mr M is represented by CEL Solicitors (“CEL”) in this matter. However, where appropriate, I will refer to Mr M solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr M says he has fallen victim to a cryptocurrency linked job scam. In short, Mr M says that fraudsters tricked him into making payments to receive income from completing various tasks for a company called, Kayak.

I do not intend on setting out a detailed list of all the payments in question. I say this given the volume and the fact that neither party in this matter has disputed the list of transactions the investigator at first instance set out in their assessment. Instead, I will provide a summary. The transactions concerned appear to be:

- Approximately 28 in total amounting to circa £8,000
- Made between June and September 2023
- Fund transfers, push-to-card and card payments
- Peer-to-peer cryptocurrency payments to several individuals; and payments to Binance
- Ranging from approximately £1 to £785.78

Mr M disputed the above with Revolut. When Revolut refused to reimburse Mr M, he raised a complaint, which he also referred to our Service. One of our investigators considered the complaint and did not uphold it, which Mr M rejected. As he did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a

submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- At first blush, Mr M's payments do not appear to be that unusual – particularly when considering their respective values. Although I do acknowledge that it could be argued that the multiple transactions made on 1 September 2023 ought to have caused Revolut some concern.
- In my view, it is arguable that what should have appeared unusual to Revolut were the several payment purposes Mr M selected when asked. This is something the investigator identified in his findings. For example, Mr M's payment purposes included: 'Investment', 'Transfer to a safe account', 'Rental' and 'Cryptocurrency'. To my mind, 'Transfer to a safe account' and 'Cryptocurrency' ought to have been a cause for concern for Revolut – particularly given the payment purposes did not tally up with Mr M's account opening purpose: 'Early salary'.
- My view is that a proportionate intervention to the risk identified (set out above) would have been for Revolut to have carried out human interventions via its in-app chat. That is, Revolut should have made further enquiries with Mr M before releasing his payments. Revolut failed to do this.
- However, I am not satisfied that had Revolut carried out such interventions they would have made a difference in the circumstances. I take the view that, on the balance of probabilities, Mr M would have likely frustrated Revolut's attempts to try to protect him from financial harm – thereby alleviating any concerns Revolut had. I have reached this conclusion by taking the following points into account:
 - Mr M made a £690 payment to 'DJ' on 15 June 2023, and a £785.78 payment to 'DD' on 23 June 2023. For both payments, Mr M selected 'Investment' as his payment purposes. Consequently, Revolut provided Mr M with tailored warnings about investment scams. Mr M did not heed these warnings.
 - Mr M made a £600 payment to 'MK' on 19 June 2023. For this payment, Mr M selected 'Cryptocurrency' as his payment purpose. Consequently, Revolut provided Mr M with a tailored warning about cryptocurrency investment scams. Mr M did not heed this warning.
 - I acknowledge the above were not human interventions. However, the fact that Mr M ignored these tailored warnings provides some insight into how Mr M would have likely responded to a human intervention – particularly when taken together with the below bullets.
 - I have considered WhatsApp messages exchanged between Mr M and the fraudster. The messages suggest that Mr M very much trusted the fraudster and had built a romantic relationship with them. Due to the explicit nature of some of the messages, it would not be appropriate for me to repeat the content of them here. That said, Mr M made it very clear in the messages that he was in love with the fraudster, which they responded to in kind.
 - Even though Mr M had concerns about the scam from around 24 June 2023,

he continued to make payments towards it. Mr M funded the scam by using both his Lloyds and Revolut accounts. I can see that on 24 June 2023, Mr M contacted Revolut via in-app chat asking it to refund him a payment he made towards the scam. Revolut subsequently treated the matter as a scam which it made clear to Mr M. Despite this, Mr M continued to believe the scam was legitimate and made further payments towards it until September 2023.

Taking all the above points together, I find that had Revolut carried out human interventions, it is unlikely they would have broken the fraudster's spell preventing Mr M's losses. For example, I think Mr M would have likely still gone ahead with his payments through his Lloyds and/or Revolut accounts. In short, Mr M was very much under the spell of the fraudster whom he clearly trusted and had feelings for. Further, and what I find most striking, Mr M continued to fund the scam even when he had concerns about it as early as 24 June 2023.

Other points

- I have thought about whether Revolut ought to have done more to protect Mr M when he requested his refund on 24 June 2023. Having done so, I am not persuaded that Revolut should have done more. I say this because after 24 June 2023, Mr M did not make any payments towards the payee he had brought to Revolut's attention. All his subsequent payments were made to different payees.
- Turning to recovery:
 - Regarding Mr M's fund transfers/push-to-card payments, they appear to be peer-to-peer crypto transactions, so no funds would have been available for Revolut to retrieve. Further or alternatively, the likelihood that even if prompt action had been taken by Revolut on or immediately after the fraud was reported (on 24 June 2023 and later) any of Mr M's money would have been successfully reclaimed seems slim. I say this because of the time that had elapsed between Mr M's payment and when he formally reported the scam. In these types of scams, fraudsters tend to withdraw/transfer out their ill-gotten gains immediately to prevent recovery.
 - Regarding Mr M's card payments, chargeback is an entirely voluntary scheme, which means firms are under no formal obligation to raise a chargeback claim. The relevant scheme operator can arbitrate on a dispute between a merchant and customer if it cannot be resolved between them. However, such an arbitration is subject to the rules of the relevant scheme – so there are limited grounds on which a chargeback can succeed. The service of purchasing cryptocurrency/exchanging funds into cryptocurrency – is not covered under the chargeback scheme concerned in this matter. This is because the exchanges in question provided their services as intended. This also applies to any payment processor involved, as they would have carried out their services as intended when transferring funds. For these reasons, I find that any chargeback claim in this matter had little chance of success under the relevant chargeback scheme. It follows that I would not have expected Revolut to have raised one on behalf of Mr M.
- Turning to vulnerabilities, Mr M says that he was vulnerable at the time of the scam due to financial difficulties and health problems. I have not seen anything to suggest Revolut knew or ought to have known about these reasons at the time. Therefore, I do not find that Revolut should have dealt with Mr M's payments any differently in this regard.

Conclusion

Taking all the above points together, I do not find that Revolut has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Revolut to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 November 2025.

Tony Massiah
Ombudsman