

## The complaint

Mr C complains that Revolut Ltd won't refund the money he lost when he was the victim of a scam.

## What happened

In August 2025, Mr C was told about an investment opportunity involving cryptocurrency. He spoke to people involved and, after deciding to go ahead, he was told to make a number of payments from his Revolut account to fund the investment. He first made a payment to an individual he was given the details of, and then exchanged an amount into cryptocurrency before sending it on wallet details he was given.

I've set out the transactions on Mr C's Revolut account below:

Date	Details	Amount
14 August 2025	To individual	£51
14 August 2025	Exchange into cryptocurrency	£260

Unfortunately, after he made these transactions, Mr C says the people involved with the investment stopped responding to him and he was unable to get his money back. Mr C then felt he had been the victim of a scam and reported the payments he had made to Revolut.

Revolut investigated but said the cryptocurrency transactions weren't covered by the reimbursement rules, and the amount Mr C had lost from the first payment was lower than the excess amount. So it didn't agree to refund any of the money he had lost. Mr C wasn't satisfied with Revolut's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They thought Revolut had acted reasonably in applying the excess here, and didn't think we'd have expected it to have done anything further when Mr C made the cryptocurrency exchange. So they didn't think Revolut should have to refund any of the money Mr C had lost. Mr C disagreed with our investigator, so the complaint has been passed to me.

## 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 broad terms, the starting position in law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the firm to reimburse the customer even though they authorised the payment.

### *The payment of £51*

The Payment Systems Regulator (PSR) introduced the APP Scam Reimbursement (ASR) rules on 7 October 2024 to reimburse consumers who are the victims of APP scams in certain circumstances. And it's not in dispute that the first payment of £51 Mr C made to the individual is covered by these rules. So I've considered whether Revolut has fairly considered his claim under the ASR rules.

But there are limits on what firms are expected to refund under the rules, one of which is that firms can apply an optional excess of £100 per claim. The rules say that, where a claim satisfies the criteria for reimbursement:

*"The value of the Reimbursable Amount to be credited to the Victim shall be the full value of all Reimbursable FPS APP scam payments, up to the maximum level of reimbursement and less any claim excess imposed."*

And the PSR has confirmed that:

*"Sending PSPs may apply an excess up to a maximum of £100 per claim."*

In Mr C's case, the full value of the reimbursable scam payments comes to £51, and the excess Revolut applied was £100. So as the excess is larger than the value of the reimbursable payments, and can be deducted from the reimbursable payments, the value of the reimbursable amount comes to £0.

And so I think Revolut has acted reasonably in interpreting the ASR rules in this way and in saying it does not have to refund any money to Mr C under these rules.

There is a further consideration when considering whether it is fair to apply the excess, which is that the rules explain the excess can't be applied if the consumer was vulnerable at the time of making at least one payment falling within the claim – and their vulnerability had a material impact on their ability to protect themselves from the scam.

I've thought carefully about whether Mr C should be deemed a Vulnerable Consumer under the definition set by the rules, which defines this as

*"...someone who, due to their personal circumstances, is especially susceptible to harm – particularly when a firm is not acting with appropriate levels of care."*

And I appreciate that Mr C has mentioned to our service that his is struggling financially and finding it difficult to afford essential living costs. But this appears to have been a consequence of the scam and doesn't necessarily mean he was in a financially vulnerable position at the time the payment was made – which is what I am considering here.

Overall, I'm not persuaded Mr C was vulnerable in a way that materially affected his ability to protect himself from the scam. I'm therefore satisfied it's fair for Revolut to apply the excess to his claim.

I've also thought about whether Revolut should reasonably have been able to prevent the scam from occurring. These are some situations where I'd reasonably expect a firm to make further enquiries about a payment before deciding whether to process it – such as where there are grounds to suspect it presented a fraud risk. If a firm failed to respond proportionately to such a risk, and doing so would have prevented the consumer from incurring a fraudulent loss, it may be fair to hold it liable.

In this case, I don't think the scam payment would reasonably have looked particularly suspicious to Revolut. It was a one-off payment that wasn't for an unusually large amount. I

therefore consider it reasonable that Revolut simply processed the payment in line with Mr C's authorised instructions without completing further checks.

I also don't think anything I would reasonably have expected Revolut to have done would have led to any of Mr C's funds being recovered from the account they were sent to. So I don't think Revolut missed an opportunity to recover Mr C's loss either.

### *The exchange into cryptocurrency*

The ASR rules only apply to faster payments or CHAPS payments, sent to an account that the victim does not control. But this exchange involved the conversion of funds into cryptocurrency, and the cryptocurrency remained in an account that Mr C had control of. So this exchange isn't covered by the ASR rules.

Even though the exchange isn't covered by the ASR rules, the regulatory landscape, along with good industry practice, sets out requirements for firms to protect their customers from fraud and financial harm. So, in line with this, I think 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 – (as in practice Revolut sometimes does);
- 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.

So I've considered whether Revolut should have identified that Mr C was at heightened risk of financial harm from fraud as a result of the exchange he made here.

But while I appreciate this was a significant amount of money for Mr C, it wasn't for a particularly large amount in terms of the payments Revolut will be processing across all its customers each day. So it wasn't for an amount I would have expected Revolut to identify as suspicious based on its size alone. And there wasn't anything else about the exchange that I would have expected to cause Revolut significant concern either.

So I don't think it's unreasonable that Revolut didn't identify that Mr C could be at heightened risk of financial harm from fraud as a result of this exchange. And so I don't think it's unreasonable that it didn't take any further steps or carry out any additional checks before processing it.

I sympathise with the position Mr C has found himself in and I recognise that he has lost a significant amount of money. He has been the victim of a cruel scam and I appreciate that my decision will come as a disappointment to him. But I can only look at Revolut's responsibilities here and, for the reasons I've explained above, I think it has fairly considered his claim under the ASR rules and I wouldn't have expected it to do anything further here. So I don't think it would be fair to hold it responsible for the money Mr C has lost.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 January 2026.

Alan Millward  
**Ombudsman**