

The complaint

Mr A has complained about Revolut Ltd not refunding several payments he says he made and lost to an authorised push payment (APP) investment scam.

Mr A has referred his complaint via a representative, however for ease I will just refer to Mr A throughout.

What happened

I issued my provisional decision on 28 November 2025 to give each party the opportunity to respond with any additional comments prior to me issuing my final decision. My provisional decision was as follows:

The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Mr A says he fell victim to an investment scam after discovering the scam platform when researching on a well-known search engine. As Mr A found the platform on this search engine, which he considered to be a trustworthy source of information, he believed it to be genuine and was unaware that scam companies could feature on it. Mr A built rapport with the scammer, exchanging personal details about their lives and felt he could trust them. The scammer being knowledgeable and a nice person added to Mr A's trust in them. Mr A says he first completed due diligence and discovered only positive reviews on a well-known review website. Mr A also found, although the payments were to individuals, his scam platform balance increased in line with his deposits. In total, from November to December 2023, Mr A sent circa £18,000. He subsequently ascertain he had been scammed when he attempted to withdraw funds and he was informed he would have to pay a withdrawal fee.

Mr A accepts that Revolut did provide warnings, but because English is not his primary language he lacked the capacity to effectively understand them. So, he raised the scam and a complaint with Revolut. But, they did not give him a refund it. So, he referred it to us.

Our Investigator didn't uphold the complaint as, although she agreed Mr A had lost his money because of a scam, the payments were not of a level that they should have caused Revolut any concern. However, she highlighted but for this Revolut did intervene anyway and Mr A still proceeded. Mr A disagreed, maintaining that Revolut should have intervened and requested a final decision.

As our Investigator couldn't resolve the matter informally the case has been passed to me for a final decision.

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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don't doubt Mr A has been the victim of a scam here – he has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean he is automatically entitled to recompense by Revolut. It would only be fair for me to tell Revolut to reimburse Mr A for his loss (or a proportion of it) if: I thought Revolut reasonably ought to have prevented all (or some of) the payments Mr A made, or Revolut hindered the recovery of the payments Mr A made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Revolut treated Mr A fairly and reasonably in its dealings with him, when he made the payments and when he reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Mr A's complaint. I know this will come as a disappointment to him and so I will explain below why I've reached the decision I have.

I have kept in mind that Mr A made the payments himself and the starting position is that Revolut should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. I appreciate that Mr A did not intend for his money to ultimately go to a scammer – but he did authorise these payments to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Revolut should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 payment service providers are generally more familiar with than the average customer.*
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*
- 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.*

So, I've thought about whether the transactions should have highlighted to Revolut that Mr A might be at a heightened risk of financial harm due to fraud or a scam. I will also note that Mr A has also referred a linked complaint and I will reference pertinent details, that are relevant to the scam, supplied on that file within this decision. Although, this has highlighted some inconsistencies between Mr A's version of events, such as whether the investment

opportunity came via a woman online and endorsed by a friend – or finding it on an online search engine. Ultimately, it does not change the outcome of the complaint.

Having considered Mr A's payments I agree with our Investigator's findings. I'm not persuaded that Revolut should have been concerned with Mr them as they would not have appeared to be suspicious or unusual. The payments were not of such a value, or completed at such a frequency, that I would have expected Revolut to have intervened. The payees were different entities over the space of circa three weeks and so it would not have been clear Mr A was using these entities to invest. Ultimately, even though the payments were to new payees, the payments he made at this point did not have the common characteristics to suggest Mr A may be falling victim to a scam.

I think it's important to highlight that there are many payments made by customers each day. It's not reasonable to expect Revolut to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers and not unnecessarily disrupting legitimate payment instructions.

However, as also highlighted by our Investigator, Revolut did issue Mr A with transfer review warnings when making payments to the new beneficiaries. I have kept in mind that Mr A highlights there was a language barrier here, but as I don't think an intervention was required in this instance I cannot say Revolut did act unreasonably with the action it did take. Additionally, I've noted that he had previously corresponded with Revolut via its in-app chat in his own language - so he could have questioned it as necessary rather than seeking to proceed with the payments if not entirely sure what / why he was being questioned and shown warnings. I've noted on 27 November 2023 Mr A contacted Revolut to question why he couldn't make a transfer (with the conversation continuing onto 28 November 2023). When Revolut asked him for some further details, Mr A informed it:

- He was buying goods – as he fixes and repairs cars in his spare time.*
- The goods are not cheaper than usual – some are not cheap but are necessary for his work and he must acquire them.*
- He has borrowed £20,000 to invest in the goods he needs and will use another account if Revolut will not allow him to make the transactions.*
- No-one was helping him and was completing the transfer independently.*
- He has not installed any software.*
- He was not using any platform to invest and he said that in error because of the language barrier.*
- He was buying goods directly from the seller, not via a company.*
- He is earning a profit.*
- He is not obliged to share any details with Revolut and even if someone scams him he will pay for it personally, without expecting Revolut to.*
- He has seen the goods and documentation personally.*

In response, Revolut highlighted scammers can create fake investment opportunities that look very real, that it's important to research any company he invests with, are regulated and have good reviews on trustworthy review sites. It subsequently unblocked Mr A's account and less than an hour later he sent the first payment to the scam. This evidence, when combined with Mr A saying he was told to avoid talking about the investment and instead talk about personal use / cars, the level of influence he was under.

The answers Mr A gave during this in-app conversation were very similar to how he answered Revolut's subsequent automated questions. During those questions he also said that no-one was telling him how to answer these questions, that no-one was assisting him

with the questionnaire, he was buying goods or services and he had not installed software. However, these answers were not entirely accurate. To the contrary, Mr A was specifically transferring his funds for the investment he had found online and was being coached by a scammer. Mr A has confirmed he was informed to tell Revolut the funds were for personal use / cars and not to say it was for an investment. Mr A was informed Revolut would not permit the transfers if he said what he was using his funds for. He similarly followed the scammer's advice for the loan reason and was not truthful to the lender as to why he was taking it – again referring to for cars instead of the investment. He had also downloaded screensharing software and the scammer had used this to complete actions on his behalf. This all highlights the spell Mr A was under and that he would have continued to be evasive.

I do appreciate this scam seems to have some sophisticated elements to it, such as its own platform which showed Mr A's deposits and profits as time went on. Similarly, Mr A's belief in the investment being found via a website he trusted and often used for such research, being advised by someone he thought to be a genuine trustworthy individual and had built rapport no doubt let to him to believe this was a legitimate investment. It also seems like a friend, that he subsequently now believes to have been working with the scammer, endorsed the investment. These reasons, alongside e.g. the promise of guaranteed profits, are no doubt why Mr A wanted to proceed with this investment. However, had he been open and forthcoming as to why he was really completing this transactions Revolut may well have been able to identify the scam. It did highlight to him that it was suspicious, but Mr A alleviated their concerns and still wanted to proceed. Similarly, when another bank questioned him via human intervention he was not forthcoming with the information needed to uncover the true scam taking place either.

Consequently, I'm not persuaded that the scammer's influence could have been broken by Revolut considering Mr A was not fully open and forthcoming with any financial entity he interacted with. He seemed to be heavily under the scammer's spell from the outset and because of this was not willing to share the correct details. Therefore, I'm not persuaded any intervention would have uncovered the scam or stopped him wanting to send his funds, considering it seems he was willing to move his funds if Revolut did not allow him to proceed with how he wanted to use his account.

I am sorry that Mr A explains he was vulnerable, not only because of his English proficiency, because of his relationship of many years ending. However, the impact this relationship ending isn't something I think Revolut could have ascertained. Nor have I been supplied with sufficient evidence that this was impacting his decision-making abilities. Although I've noted he believes he was also vulnerable as this was a new account, it looks like this account was not taken as part of this scam and he had completed transfers to it.

I've noted that Mr A has highlighted some decisions he believes are similar to his circumstances. However, we consider each complaint on its own merits and although they may seem similar there are key differences.

I'm very sorry to disappoint Mr A. However, I don't think Revolut should have prevented him making the payments. So, it wouldn't be reasonable for me to ask them to refund the payments he made.

Recovery

It seems Revolut did attempt to recover the funds but received no response from the beneficiary banks. Given the length of time that had passed between Mr A making the payments and reporting the scam, I think it's more likely than not that the funds would have already been removed from these accounts anyway. From what we know of these types of scams, scammers usually move the funds elsewhere shortly after the transfer to seemingly

to try and hinder any type of successful recovery. So, I'm not persuaded Revolut could have recovered the funds successfully.

Consequently, in light of all of the above findings, there's no fair and reasonable basis under which I can ask Revolut to reimburse Mr A's loss.

Revolut did not respond to my provisional decision. Mr A did respond and did not agree with my findings. Briefly, he responded with the following:

- Revolut did not go far enough with its efforts to uncover the scam. As the professional entity, it should have had the facilities and knowledge to uncover the scam. The onus should not be on him to have been proactive in response to Revolut's intervention.
- Revolut's levels of intervention are well-known to be insufficient. He provided enough information for Revolut to have been concerned. Therefore, it should have questioned him as to what specific parts he was purchasing, including whether he had an invoice or receipt. This would have highlighted Mr A's lie and it could have uncovered the scam.
- Another final decision found banks should be aware of cover stories being given to account holders during scams.

Although I have only given a summary, in my own words, and may not comment on every point raised individually, I have considered all points raised in response to the provisional 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.

Having done so, I am still of the same decision as I reached within my provisional decision.

Mr A followed the scammer's advice throughout the scam and chose to mislead each financial entity he communicated with – including during his loan application. Although I am sorry to hear of the loss Mr A suffered, I am not persuaded that the scammer's influence could have been broken. During the interactions with Revolut, Mr A informed it that no-one was assisting him, he was buying goods or services and he had not installed software. These answers were not accurate and prevented Revolut the opportunity to uncover the scam. I'm persuaded that it's likely Mr A would have continued to alleviate any concerns Revolut had in response to any questions.

I appreciate Mr A has highlighted a decision he believes is pertinent to his case. However, we consider each case on its own individual merits.

Consequently, I don't think Revolut could have prevented Mr A making the payments. So, it wouldn't be reasonable for me to ask it to refund the payments he made.

My final decision

My final decision is I do not uphold this complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 January 2026.

Lawrence Keath
Ombudsman