

## The complaint

Mr W says Revolut Ltd (“Revolut”) failed to protect him from financial harm when he fell victim to a scam.

Mr W has appointed a professional representative who has brought this complaint on his behalf. However, for ease, I will simply refer to “Mr W” throughout my decision, even when referring to submissions made by his representative.

## What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr W says his wife encouraged him to invest in an opportunity she had found on social media in January 2023. He says he invested a small amount at first but was then encouraged to invest a larger amount as there was a “special event”. Mr W moved money from another account in his name, to his Revolut account onto his cryptocurrency account to send to the scammers. Mr W says Revolut should’ve provided some warnings or an intervention in order to protect him from financial harm. As it didn’t, Mr W says Revolut should refund the money he lost to this scam and pay him £250 compensation.

The payments Mr W says he made to the scammer are as follows:

Payment	Date	Beneficiary	Amount
1	23/01/23	Binance	£1,000.00
2	30/01/23	Binance	£1,000.00
3	01/02/23	Binance	£5,000.00
4	20/02/23	Binance	£3,000.00

Revolut considered Mr W’s claim but felt it shouldn’t be held liable for any of the loss. It says as this was a new account there was no way for it to know what Mr W’s usual account activity looked like and therefore no way of detecting that any of these payments were out of character or suspicious. It also says Mr W listed the purpose of the account as “transfers” – so the activity carried out was inline with the accounts intended purpose. Overall, Revolut decided not to refund any of the payments Mr W says he made to this scam.

Our investigator considered this complaint and also decided it would not be fair to ask Revolut to refund these payments. He felt that even if Revolut had provided warnings relating to this type of scam, it’s unlikely Mr W would’ve done anything differently. Mr W wasn’t happy with this outcome, so the complaint has been passed to me for 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.

Before I can consider Mr W's complaint as a scam I must be persuaded that a scam has taken place and that the payments Mr W disputed were lost because of such a scam. It is Mr W's responsibility to provide appropriate evidence to support his version of events and the losses he says he has incurred. I have seen evidence of Mr W's Binance statement which shows the amounts deposited into his account and the amount withdrawn. But there is no evidence that these funds were then sent to the scammer as Mr W says. I've not seen any messages exchanged between Mr W and the scammer or promotional documents he was sent in relation to the scam. I've also not seen evidence of the online portal Mr W says he was granted access to in order to monitor his investments. However, both parties here seem to accept that a scam has taken place, and as this doesn't affect the outcome in any case, I have moved on to consider Mr W's complaint as a scam.

It is not in dispute that Mr W authorised the payment transactions in this matter. Generally, consumers are liable for payment transactions they have authorised. However, that is not the end of the story. This is because even if a payment is authorised, there are regulatory requirements and good industry practice which suggest firms/banks – such as Revolut – should be on the look-out for unusual and out of character transactions to protect their customers from financial harm. And, if such payment transactions do arise, firms should intervene before processing them. That said, firms need to strike a balance between intervening in a customer's payment to protect them from financial harm, against the risk of unnecessarily inconveniencing or delaying a customer's legitimate transactions.

### *Should Revolut have intervened in order to try to protect Mr W from financial harm from scams?*

This complaint relates to a newly opened account with Revolut and Mr W stated the purpose of opening the account was to make transfers to and from other accounts. So, the initial activity of incoming payments followed by outgoing payments would understandably not have caused any concern with Revolut. And the initial two payments were not for significantly large sums of money either, nor were they all done in such quick succession as to raise any alarms. However, Payment 3 was for £5,000 and was the third payment to a well-known cryptocurrency provider – and at that time the number of cryptocurrency scams was on the rise and in the spotlight. So, I think it is reasonable to have expected Revolut to have intervened here, and for a first intervention for this type of payment I think a tailored written warning would've been appropriate.

### *Would such intervention as outlined above have made a difference to Mr W's decision to make this payment?*

Mr W says that had Revolut intervened and warned him that he might be falling victim to a scam it's likely he would've decided not to invest and wouldn't have suffered any further loss. However, based on the evidence I've seen I don't agree. I'll explain why.

Mr W says the scammer had taken remote control of his laptop to facilitate the transfers and ensure the funds were moved into his wallet. In which case, even if Revolut had provided a scam warning during the process it seems this would've been seen by the scammer who was making the transfers via remote access. And so, I don't think Mr W would've even had the chance to review any warning displayed to consider it.

Even in the event that Mr W had made Payment 3 himself, he says this payment was being

transferred to his Binance account to fund the “special event” trade the scammer had offered him. Such offers and incentives are often introduced in these types of scams to give the investor the impression that they have a unique and valuable opportunity that shouldn’t be missed. And so, I think Mr W would’ve been keen to make Payment 3 as he was building up funds for the special event trade.

In addition, Mr W says the scammer was always caring and informative, so he had no inclination that this wasn’t a genuine opportunity. I’ve seen evidence that Mr W received an initial return, as the scammer demonstrated to him how easy it was to make a withdrawal from his fund. Adding to the legitimacy of the company and deepening Mr W’s belief in the investment. And as Mr W’s wife had suggested this opportunity to him and she had been happy with the return she believed she was making, I think this would’ve added extra assurances that to satisfy Mr W this wasn’t a scam. As Mr W says himself, he was deep under the spell of the scammer and followed their exact instructions and guidance.

So overall, even if Revolut had provided the appropriate written warning at Payment 3, I don’t think it’s likely Mr W would’ve even seen it as the scammer was making the transfers with remote access. And, in the event that Mr W did make the transaction despite what he said in his testimony, I don’t think this would’ve made a difference to his decision to make the payment based on the reasons outlined above. I also think any further intervention at Payment 4 would have had the same effect as an intervention at Payment 3. So I don’t think it would be fair to hold Revolut liable for Mr W’s loss here.

#### Recovery of funds

As outlined by the investigator, there is nothing further we could’ve expected Revolut to do here to recover the losses Mr W sustained.

#### **My final decision**

For all the reasons outlined here I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 13 February 2026.

Sienna Mahboobani  
**Ombudsman**