

The complaint

Mr and Mrs I have complained that Revolut Ltd (“Revolut”) failed to refund the money they 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.

It looks like for the most part Mr I was the person interacting with the scammer during the time the payments were initially made. So I will mostly be referring to him.

In summary though, Mr and Mrs I were the victim of an investment scam. I will call the scam website “B”.

Around 19 payments were to the scammers from Mr and Mrs I’s Revolut account. These were made via faster payment to a crypto exchange. The funds were then converted into crypto and sent to B. The transactions took place between in June and November 2024 and totalled over £200,000.

Mr and Mrs I say they realised they had been scammed when the language used by the scammer became unprofessional and inappropriate. Mr and Mrs I asked Revolut to refund these payments, as they believe Revolut should have done more to prevent them from being scammed in the first place. Revolut did not agree with this.

One of our investigators looked into this matter and she thought that Revolut intervened appropriately, but due to the answers provided to Revolut by Mr I during the intervention, she thought that the scam could not have been uncovered or prevented. She therefore did not uphold this complaint.

Mr and Mrs I did not agree with this. So 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.

In this instance, I think that Revolut should have intervened more than it did later in the scam. But I don't think that this would have stopped the scam. I say this because Revolut did intervene on a number of occasions and there were a series of online warnings provided to Mr I. Mr I did not heed any of the warnings provided, even when these warnings included some of features of the scams that Mr I was actually falling for. These included warnings that Mr I was likely being scammed; that investment scams promise high returns in short periods of time and might have professional looking online platforms; and that scammers use social media to promote fake investments schemes.

I also can see that Mr I did not always give accurate answers as to what he was doing during phone calls with Revolut and in its online chat. For example, he said he'd been introduced to the investments by family and friends, rather than discovering it online. He also said that the company was on the FCA register. And he said he had not installed software to share his screen, when in fact he had.

During the calls, Mr I confirmed that he was not using a broker to make the investments and that he had done the research himself. I note that he did mention that he had spoken to a broker but this was in the context of how he gathered information about crypto. When asked later in the scam call 'is there a broker involved in this payment' he confirmed that there was not. In the second call, he also confirmed that there was no third-party involved.

It is clear that Mr I was providing answers designed to allow the payments to be made. So given the above and given that Revolut was only required to take proportionate steps to try and protect Mr and Mrs I from financial harm, I'm not persuaded that an appropriate and proportionate intervention would have stopped the scam.

I've also thought about whether Revolut could have done more to recover the funds after Mr I 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 Mr I'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 Mr and Mrs I, and I'm sorry to hear they have been the victim of a scam. However, whilst I have a great deal of sympathy for the situation that Mr and Mrs I found themselves in, I'm not persuaded that Revolut can fairly or reasonably be held liable for their 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 Mr I and Mrs I to accept or reject my decision before 12 May 2026.

Charlie Newton
Ombudsman