

The complaint

Mr R complains that Revolut Ltd (as the recipient bank) didn't do enough to prevent the loss he suffered when he was the victim of a scam.

Mr R previously used a representative to bring his complaint (who has since ceased to act for him). But, for ease of reading, I'll mostly just refer to Mr R himself, where I also mean his former representative.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. On 29 July 2024 Mr R made a payment to an account held by a third party with Revolut. The payment credited the Revolut account as £113,124.47 and was sent from his account with another business. Mr R says that at the time he thought this was in furtherance of a legitimate property investment with a company called 'C'. Mr R says he didn't receive the expected returns and C stopped responding to him. He then connected with other 'investors' online who had similar issues and realised he'd fallen victim to a scam.

Mr R says he hasn't recovered his money through his own bank and he complained to Revolut that they'd allowed a scammer to open and operate an account. He is seeking the return of his outstanding loss. Revolut didn't agree they'd done anything wrong and didn't offer any redress. The complaint was referred to our service and one of our Investigators didn't recommend it should be upheld. In a broad summary she wasn't persuaded that Revolut could fairly be said to be responsible for the loss.

A further explanation was shared by an Ombudsman colleague of mine with Mr R's former representative, as well as a final decision being issued on a separate complaint brought by the same representative which was about the same Revolut account. The decision didn't uphold the complaint. Mr R's representative withdrew at that point, but Mr R made some further submissions and asked that an Ombudsman issue a 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 agree with our Investigator's outcome and for similar reasons. I know this will be disappointing for Mr R, so I'll explain why.

Mr R has made some detailed submissions in support of his complaint. I've read and considered all he's sent in. So if I don't comment on a particular point or piece of evidence, it isn't because I haven't seen or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is just a reflection of the informal nature of our service.

Firstly, in the circumstances here, I think it's more likely than not that C were operating a scam. I say this for a variety of reasons which include that they claimed to have agreements with building owners who have since confirmed they had nothing to do with C. There are also instances of the same property being used on agreements for more than one 'Investor' (as Mr R has evidenced). And I'm also aware that the police are investigating. But just because I accept C were operating a scam, that doesn't automatically entitle Mr R to a refund from Revolut.

As it relates to this complaint, Mr R wasn't a customer of Revolut and they don't owe him a duty of care, nor does he have a contractual relationship with them. That's not to say that Revolut, as a regulated firm, don't have broad obligations to try to prevent fraud, scams and financial crime, just that there isn't a basis for a specific duty of care being owed by Revolut to Mr R on the basis of him having made a payment to an account they provided. So, unless Revolut have failed in some way regarding their obligations and the expectations in relation to the recipient account, and it could be said that the failure was causal to Mr R's loss, it wouldn't be fair and reasonable to make an award.

As I've mentioned above, Revolut are required to conduct due diligence; to know their customers and to monitor the accounts they provide for a variety of reasons including trying to prevent financial crime. C opened their account with Revolut in September 2023. I've seen evidence that Revolut gathered during that process which includes valid government issued identification and also that their usual checks were passed. I don't think there was anything linked to the opening of the account that could fairly be said to be causal to Mr R's loss. I don't think Revolut reasonably could've known at that point that the account would later go on to be used in connection with a scam.

Looking at Revolut's actions over the life of the account, I'm not persuaded they can fairly be said to be responsible for Mr R's loss. The evidence shows that they were proactively monitoring the account as they were required to. I don't think the decisions they took were unreasonable based on the information available to them at the relevant times.

And even if I'm wrong on that point and I were to say that Revolut ought to have considered the account activity as being suspicious or concerning enough that they should've gone further, I'm not persuaded this would've made a difference to the position Mr R now finds himself in. I don't think in these circumstances any reasonable level of scrutiny that could fairly be expected would've got to the point where Revolut would've been able to conclude that C were operating a scam and to have reported this in such a way that it would've stopped this or impacted the loss suffered by Mr R. I say this because when C were asked to provide information about their account activity, they did so. There is also evidence to support that they could've provided enough plausible evidence in the form of contracts, agreements and similar that were in line with their stated nature of business. A further example of this is that the statements demonstrate a large number of monthly payments that appear to be for council tax to several local authorities. It's likely that demands or documentation could've been evidenced for the same. So the balance of what most likely would've been presented means there would've been enough of what looked like genuine business activity such that I wouldn't have expected Revolut to have gone beyond closure of the account due to risk appetite. This is in the context that Revolut would've been looking at this account in isolation (not activity on other accounts held elsewhere by C). And had the account been closed, I've no reason to think that C wouldn't have continued to operate through accounts they held elsewhere, as I'm aware C also held accounts with at least one other provider.

There were no notifications of fraud in relation to the account prior to the arrival of Mr R's

funds. So there was no failure to act in this regard that impacted his loss. And whilst I acknowledge Mr R's payment was for a significant sum, in the context of the existing pattern of account usage, there was nothing notable about the arrival and sending on of it. So, there is nothing specific to this payment which means I think Revolut needed to intervene or otherwise do more. And by the time Revolut were on notice of the problem with Mr R's payment, there was only a nominal amount remaining in the account, so I can't say Revolut acted unreasonably by not returning anything to Mr R.

I'm of course sorry to hear Mr R is still at a significant loss due to the actions of cruel scammers. But as I don't think this is something Revolut can fairly be said to be responsible for, there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

My final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 May 2026.

Richard Annandale
Ombudsman