

## The complaint

Miss W complains that Revolut Ltd won't refund payments made as part of a scam.

Miss W is being represented by a claims management company.

## What happened

The full details of this complaint are known to both parties and have been previously set out by the investigator. Briefly, in October-November 2023 Miss W fell victim to an investment scam. As part of the scam, she was tricked into moving money from her bank account with another provider "H" into her e-money account with Revolut.

Miss W states she understood the funds would remain in the Revolut account to help build a good transaction history, and that they would ultimately be returned to H. However, she later noticed that payments had been made to third parties.

The following relevant payments, all electronic transfers, are in dispute –

	Date	Payee	Amount
Payment 1	25 October	Payee 1	£4,988*
Payment 2	30 October	Payee 2	£9,500
Payment 3	31 October	Payee 3	£4,271*
Payment 4	2 November	Payee 4	£3,200
Payment 5	2 November	Payee 5	£4,500*
Payment 6	3 November	Payee 6	£10,000^ (subsequently returned)
Payment 7	4 November	Payee 7	£10,000
Payment 8	6 November	Payee 8	£2,200*
Payment 9	7 November	Payee 9	£1,000
* intervention by Revolut			
^ intervention by Revolut including in-app chat			

Revolut declined to refund any of the disputed payments, saying that Miss W had authorised them and it provided adequate warnings. Unhappy with this outcome, Miss W referred her complaint to our service.

Our investigator concluded that the payments were authorised. They also thought that Revolut intervened appropriately. But as the responses it received from Miss W weren't accurate, it couldn't reasonably have known that she had fallen victim to a scam.

Miss W disagreed and asked for an ombudsman's decision on the matter.

## 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.

Miss W has said that only the first payment was made by her, and she disputes making or otherwise authorising the remaining payments. Under the Payment Services Regulations 2017 (PSRs), which is the relevant legislation here, the starting point is that Miss W would generally be liable for authorised payments and Revolut would generally be liable for unauthorised payments. Therefore, I've first considered whether the remaining disputed payments were authorised by Miss W.

Miss W states that she understood she was moving money into her Revolut account, where it would remain and help build her credit score. She believes the scammer got into her Revolut account and stole her money without her knowledge. The challenge with this case is that Miss W's recollections and the information I've seen don't match. The investigator has already mentioned that in one of the calls Miss W had with H (when she reported the scam), she said she was asked to move the money she'd paid into her Revolut account to elsewhere. There are some other observations I've made.

The technical evidence Revolut has provided shows that the disputed payments were made using Miss W's device – not just for giving the payment instructions, but also for providing the payment purpose when prompted, as well as for the in-app interaction with Revolut (Payment 6). This means that the same device was also used for the first payment, which Miss W accepts making. Additionally, Revolut says Miss W also used that device to later report the scam.

I can see Miss W's representative submits that the scammer was able to control Miss W's device as remote access software was installed. But my understanding from what Revolut has told us is that when screensharing is in use, the Revolut app detects it and several screens including the payment screens go blank. This makes it highly unlikely for a third party not only to complete the steps required to make a payment but also respond to any intervention – including any direct questioning through the in-app chat.

The representative has also suggested that during the onboarding process for Revolut, Miss W was tricked into sharing a One-Time Passcode with the scammer. It has been suggested that this may have allowed the scammer to make payments. But as I've mentioned, the disputed payments were made using Miss W's device. So, the suggestion that sharing of the code could have allowed a third party to gain access to her account isn't possible.

I've also reviewed the chat correspondence between Miss W and the scammer, which she forwarded to Revolut when reporting the scam. These messages include screenshots Miss W shared with the scammer at various times. One of these is a screenshot of an email Miss W received, purportedly from a cloned company, which said that her payment (to withdraw funds into her Revolut account) had been confirmed. But if she wanted to expedite the withdrawal process, she needed to make a further payment of £2,200. I can see that one of the disputed payments, Payment 8, was for that amount. This is strongly indicative of that payment being made in response to the email Miss W received.

Some of the other screenshots Miss W included in the correspondence with the scammer are successful payments and failed attempts. In response to the investigator's assessment, Miss W has said that she took screenshots of the payments on her Revolut app and shared them to question the scammer – but this was *after* she noticed funds had disappeared (my emphasis). However, some of the screenshots were taken and shared minutes after the

transactions happened. For instance, a payment confirmation screenshot of Payment 4 was not only shared with the scammer on the same day, but it was also taken two minutes after the payment left. The screenshot includes a timestamp of the payment confirmation – it states, “2 minutes ago”.

Also, it’s unclear why Miss W would receive emails demanding payments, if the premise of the scam was that money would remain in her Revolut account.

On the whole, I appreciate that there’s nothing in the scam chat that makes reference to payments needing to be made from Miss W’s Revolut account. But, having carefully considered the available information, in all the circumstances of this case, I’m not persuaded that the disputed payments were made without her awareness or involvement. And, on balance, I think it’s fair for Revolut to treat them as authorised.

What this means is that Miss W is presumed liable for the loss suffered in the first instance. That said, having taken into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider good industry practice at the time, Revolut ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

From the information I’ve seen, in addition to providing a general ‘new payee’ warning each time a payment to a new beneficiary was made, four transactions flagged as suspicious on Revolut’s fraud detection system (see payment table). Each time, after advising Miss W that the transaction had flagged as a potential scam, and a fraudster may ask her to hide the real reason for the payment, Revolut asked her if anyone was prompting or guiding her (such as telling her how to send the payment, which buttons to tap, giving instructions over the phone, or telling her the payment was urgent). The response it received on each occasion was that Miss W wasn’t being assisted or guided. There was a further warning at that stage that if someone was telling her to ignore the warning, they were a scammer.

Revolut then asked Miss W to provide a payment purpose, before asking her if someone had told her which option to select. The response it received was that no one had guided Miss W in selecting the payment purpose, and on each occasion ‘something else’ was selected when an investment-related option was also available. In response to further questions, it was also confirmed that Miss W hadn’t installed any software, and she hadn’t been told to ignore warnings. After being presented with a series of screens, which included reminders about not ignoring warning or giving remote access to anyone, Miss W was presented with the option to continue with or cancel the payment. As ‘continue’ was selected, Revolut executed the payments accordingly.

There was a further transaction (Payment 6) which triggered an alert and, following the payment purpose questions (which were answered in the same way as the other triggered transactions), required Miss W to interact with an agent in her Revolut app through its chat functionality. I’ve reviewed the contents of this chat, and I can see Miss W confirmed that the answers provided during the payment flow intervention were correct.

I’ve carefully considered what happened here on these occasions – the intervention from Revolut and the responses received. Revolut couldn’t reasonably have known that the answers it received from Miss W weren’t accurate. Even if I were to accept that its questioning could have gone further, given the challenges and inconsistencies I’ve noted above, on balance, I’m not persuaded that it would led to the payments not being made. In the circumstances, I don’t think Revolut could have done anything more to prevent the payments.

Thinking next about the recovery of payments, I've reviewed the actions Revolut took after Miss W reported the scam. Having done so, I'm satisfied it took appropriate actions when the matter was highlighted, but recovery was unsuccessful. In the circumstances, I don't think it could or should have done more to attempt recovery.

In conclusion, I fully acknowledge that there's a considerable amount of money involved here. And I know Miss W will be significantly disappointed by this outcome, not least because of how this incident has impacted her wellbeing. Despite my natural sympathy for the situation in which she finds herself, for the reasons given, it wouldn't be fair of me to hold Revolut responsible for her loss.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 7 July 2025.

Gagandeep Singh  
**Ombudsman**