

The complaint

Mr H complains that Revolut Ltd has declined to reimburse payments made in relation to a scam.

What happened

In August 2023 Mr H received a call from a scammer impersonating a well-known selling platform. He was convinced his account was at risk and that he needed to open an account with Revolut to keep his money safe and to be reimbursed payments. As part of the scam, Mr H provided remote access to his device and agreed to move his funds to Revolut. Multiple accounts were set up with Revolut and used to receive and send funds totalling several thousand pounds – Mr H says it was the scammer and not him who made these. Revolut declined to reimburse Mr H on the basis that the payments were authorised, it provided sufficient warnings, and it had attempted to recover his funds.

Mr H has a professional representative who says that Revolut ought to have identified the payments as suspicious due to the frequency of the payments to a new payee. When it referred the complaint to our service, the investigator didn't uphold it. In summary they concluded that Mr H had likely authorised the payments and they weren't persuaded that had Revolut done more to intervene this would have prevented Mr H's loss.

Mr H didn't agree, his representative said that he hadn't been coached to lie and so he would have been honest in an intervention. And that the scam would have come to light if Revolut had asked probing questions. The investigator explained why their opinion remained the same. As an agreement couldn't be reached, the matter has been passed to me for a decision by an ombudsman.

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'm not upholding the complaint for similar reasons to the investigator.

Has Revolut acted fairly in treating the disputed payments as authorised?

The relevant law here is the Payment Services Regulations 2017 (PSRs) – these set out the circumstances in which a payer (here Mr H) and a payment service provider (here Revolut) are liable for payments. As a starting point, Mr H is liable for payments that he authorised and Revolut should reimburse unauthorised payments.

It's common ground that Mr H was manipulated into cooperating with the scammer to set up accounts with Revolut in his name, that he agreed to his funds being moved to these accounts, and that they were accessed using Mr H's genuine device. However, it is in dispute who made the payments out of Mr H's Revolut account.

Mr H initially told Revolut and our service that he hadn't made the payments from his Revolut

accounts. The suggestion being that the scammer must have used their remote access to Mr H's device to make the payments without his involvement. However, following the investigator sharing their findings, Mr H's representative said Mr H did select safe account as the payment purpose "*off his own back*" and was being honest because he believed the funds were going to a safe account. When the investigator asked for clarification on this change in position, Mr H's representative said that it was correct that it wasn't Mr H who made the payments and that he believed he would be refunded.

Revolut says that at the time of the payments (August 2023), its app wouldn't have allowed full remote access as it would have restricted the view of certain pages in the app including those needed to make a payment. So, it thinks Mr H made the payments himself. The evidence shows that the payment purpose selected for all the disputed payments out of Mr H's Revolut accounts was "*transfer to a safe account*" and that the payee name provided was Mr H's own name.

Where evidence is incomplete or contradictory, I need to make a finding on the balance of probabilities and conclude what I think is more likely than not to have happened on the evidence available.

On balance, while I accept he may have manipulated into doing so, I think it's more likely than not Mr H made the payments himself. This is because (as set out above) a scammer wouldn't have been able to see the screens that were completed on Mr H's device if they had been using remote access. In addition, the fact that the payments would have appeared to be going to other accounts in Mr H's name is consistent with how safe account scams tend to operate – i.e. the victim believes their money is being moved to other accounts in their name for safekeeping. This is also consistent with the payment purpose selected and the scam premise that Mr H's money wasn't safe. As I've concluded that it's more likely Mr H made the payments himself, it follows that I think the payments were authorised by Mr H.

Did Revolut miss an opportunity to prevent Mr H's loss?

In broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the PSRs and the terms and conditions of the customer's account. But, taking into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, Revolut ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances

Based on the activity on Mr H's new accounts and the fact that the payment purpose given was "*transfer to a safe account*", I think Revolut ought to have identified that Mr H was at a heightened risk of financial harm from fraud. I recognise that Revolut provided warnings, but I think it would have been in line with good industry practice for Revolut to have gone further and discussed the payments with Mr H to establish the wider circumstances. I note that Revolut typically conducts this type of intervention using its in-app chat function.

However, for me to conclude that it would be fair for Revolut to reimburse Mr H for his loss, I would need to think that a proportionate intervention by Revolut would likely have prevented Mr H's loss. I'll explain why I haven't reached that conclusion.

There's conflicting information about what Mr H did and what he thought was happening. On the one hand Mr H's representative has said he didn't make the payments, but they've also said he selected safe account which was part of the payment journey. Further, Mr H's representative has said Mr H thought his money wasn't safe, but they've also said he thought he would be getting a refund from the business he thought he was speaking to.

I've explained above why I think Mr H likely did make the payments, but I don't have a clear reason as to why he did so, what he thought was happening, or why the warnings he was given didn't resonate with him. While Mr H was clearly being manipulated, I don't know to what extent he was coached or why he found what he was asked to do reasonable.

I'm satisfied Mr H has been given the opportunity to explain and clarify what happened and why, but I still don't have a clear explanation that's consistent with the evidence. I appreciate Mr H's representative says he wasn't coached to mislead Revolut. But given the evidence presented in this particular case, I don't think it would be appropriate for me to speculate on how things would have likely played out if Revolut had intervened. And as I'm not satisfied I can conclude that an appropriate intervention would have likely been successful in preventing Mr H's losses, I'm not making an award on this basis.

Could Revolut have done anything else to recover Mr H's money?

Revolut has shown that it contacted the receiving banks to request the return of Mr H's funds. They confirmed the funds were not available to recover and one explained the funds had been utilised within hours of the payments. In the circumstances, Revolut has taken reasonable steps to attempt to recover Mr H's funds.

I do appreciate Mr H has been the victim of a cruel scam, and I'm sorry for this. For the reasons explained I don't think Revolut needs to do anything further in the circumstances.

My final decision

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 H to accept or reject my decision before 15 August 2025.

Stephanie Mitchell
Ombudsman