

The complaint

Mr G complains that Revolut Ltd hasn't reimbursed payments made in relation to a scam.

What happened

Mr G has referred his complaint to our service via a professional representative, but for clarity I'll reference Mr G in relation to points made by him and on his behalf.

Mr G says that he received an unexpected call and was told by someone he now believes to be a scammer that they could help him recover funds. After initially hanging up, he received further calls and was persuaded they were legitimate, so he followed their instructions. He recalls being asked to download an App and has mentioned remote access software. He says he was called every couple of days to "read out numbers" as part of the recovery process.

When Mr G complained to Revolut, he disputed a significant number of transfers and card payments that took place over a few days in September 2023 – these totalled over £4,000. Revolut asked for further information and evidence to consider the claim. When this was not received, it declined to reimburse Mr G on the basis that the transactions were authorised, it had followed the correct procedures, and it couldn't investigate further without the information it had asked for.

Mr G referred his complaint to our service - he told our investigator that he hadn't made the payments into or out of his Revolut account. Mr G also said he had been told his money was at risk and needed moving to a safe place – and that he wasn't sure who he had thought he was speaking to, but it might have been the bank. The investigator didn't uphold the complaint – in summary they said they thought the payments were most likely authorised by Mr G and they didn't think Revolut ought to have done more in the circumstances.

Mr G didn't agree – in particular he raised that he thought the remote access software could have been used by the scammer to make unauthorised payments on his device.

So, the matter has been passed to me to decide.

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 this 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 – the starting point here is that Mr G is liable for authorised payments and subject to certain exceptions, Revolut is liable for unauthorised payments.

In the circumstances, the most relevant issue to this question is whether it was Mr G or the

scammer who made the payments. So, I'll address that first.

Revolut initially investigated the matter on the basis that Mr G wasn't disputing making the payments, and I note that while he references the payments being unauthorised on the complaint form submitted to our service, he's also said on this document "*although I made these transfers, it was based on false information*" and "*every payment that I made to the scammer debited my account without any kinds of fraud intervention*" which suggests he did accept he made the payments, albeit as part of a scam.

Mr G has since told us that he didn't make the payments, and that as he downloaded remote access software the suggestion is that the scammer made the transfers (which represent the majority of the disputed payments) on his device.

There are other variations in relation to Mr G's recollection of what happened, for example Mr G initially told our service that he had fallen victim to an advance fee recovery scam but has since said he was told his money was at risk and needed to be moved somewhere safe.

Mr G has also told us that he didn't log into his account with Revolut or his other account where the payments to his Revolut account came from. So, it isn't clear how a third party, even with access to his device, could have accessed Mr G's Revolut account when a passcode is required.

Similarly, there's no explanation for how a third party would have accessed Mr G's secure card information to make those payments, which appear to have been made in relation to the same scam.

Revolut has shown that the only device used to access Mr G's account at the time of the disputed activity was Mr G's phone that he registered when he opened the account earlier that month (September 2023). Revolut has also said that it has restrictions in place whereby certain screens, including those needed to make payments, can't be seen if remote access is detected.

Where evidence is incomplete or contradictory, I must make my finding on the balance of probabilities – that is, I conclude what I think is more likely than not to have happened based on the evidence available.

Taking the above into account, I think it's more likely than not that Mr G made the payments himself. This is because the evidence is more consistent with Mr G's initial claim that he was tricked into making the payments and there not being an explanation for how a third party obtained the secure information needed to make the payments. I note that Mr G says he noticed the payments when he was on / returned from holiday, but that he didn't dispute the payments with Revolut until months later. Again, I think this behaviour is more consistent with Mr G being aware of the payments and later realising he'd been scammed.

I've considered Mr G's points about it being possible the scammer made the payments using remote access to Mr G's device, but I've explained why I don't think this is the most likely way the payments were made.

It follows that I think Mr G made all of the disputed payments and therefore it is fair for Revolut to treat them as authorised.

Are there any other reasons it would be fair and reasonable for Revolut to reimburse Mr G?

Mr G says that Revolut ought to have identified the activity as unusual and suspicious but that it didn't intervene in any of the payments.

Having taken 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.

Revolut has made several points including that this was a new account, the stated opening purpose included international transfers, the payments were for relatively low values, and that new payee warnings were presented each time a new payee was added.

However, whether Revolut ought to have intervened or not, I'm not persuaded this would have prevented Mr G's loss. This is because it's still not clear what scam Mr G fell victim to, what he thought each payment was for, or why he needed to make them. Mr G says the scammer was helping him recover funds, but he hasn't been able to explain what funds he thought needed recovering or why. As Mr G says all the interaction took place on the phone, I have no evidence to clarify the level of coaching given to Mr G by the scammer or to conclude what answers Mr G would have given to any questions asked of him. What Mr G has shared with us is limited and inconsistent. So, I don't think it would be reasonable to conclude that Mr G would have given Revolut information to indicate the payments were being made in relation to a scam, or that Revolut could reasonably have provided a relevant warning that would have prevented Mr G from continuing with the payments.

I've also considered whether Revolut could have recovered Mr G's funds. In relation to the transfers, given the time that had passed between the payments and Mr G raising a dispute with Revolut, I think it's unlikely that the funds would still have been available to recover – this is because scammers generally move funds on quickly. In relation to the card payments, the available method of recovery would be a chargeback which is covered by the relevant card scheme rules. But as it's likely the merchants would have provided the goods/service paid for, it's unlikely a chargeback would be successful. With this in mind, I don't think Revolut has caused Mr G a loss by not pursuing these recovery options.

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 Mr G to accept or reject my decision before 30 May 2025.

Stephanie Mitchell
Ombudsman