

The complaint

Mr L complains that Revolut Ltd hasn't protected him from losing money to a scam.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mr L has explained that in February 2024 he made six transfers totalling £58,880 from his Revolut account as a result of a safe account scam. Ultimately, Revolut didn't reimburse Mr L's lost funds, and Mr L referred his complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for 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've decided to not uphold Mr L's complaint for materially the same reasons as our Investigator.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

First, let me say, I don't doubt Mr L has been the victim of a cruel scam here. He has my heartfelt sympathy. Ultimately, however, Mr L has suffered his loss because of fraudsters, and this doesn't automatically entitle him to a refund from Revolut.

The Payment Systems Regulator's APP scam reimbursement (ASR) rules are new rules that have been implemented to reimburse consumers who are the victims of scams in certain circumstances. However, these were introduced on 7 October 2024 and aren't retrospective, so they don't apply to this case where Mr L's payments were made before then. Likewise, the Contingent Reimbursement Model (CRM) is voluntary code introduced in 2019 also to reimburse consumers who are the victims of scams in certain circumstances. However, the CRM is a voluntary code which Revolut hasn't signed up to, and so again this doesn't apply here. Still, there are other various and longstanding expectations of payment service providers like Revolut to be alert to fraud and scams and to act in their customers' best interests. However, it would only be fair for me to tell Revolut to reimburse Mr L his loss (or part of it) if I thought Revolut reasonably ought to have prevented the payments (or some of them) in the first place, or Revolut unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I'm satisfied Mr L authorised the relevant payments. Revolut would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Mr L is presumed liable for the loss in the first instance, in circumstances where he authorised the payments. That said, as a matter of good industry practice Revolut should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Revolut to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In this case, however, I've seen evidence that Revolut intervened in some of the payments Mr L instructed. And despite Revolut's reasonable efforts in warning Mr L about fraud and scams, Mr L wasn't upfront in these interactions with Revolut. I've taken on board what Mr L's representative has said about the intervention being in-app and not over the phone, and the difference it says this might have made. But Revolut's in-app interventions are designed to be effective at preventing scams and I can't fairly say that Revolut didn't effectively warn Mr L here or that it would be fair to hold Revolut responsible for Mr L not being upfront or taking on board its warnings. Revolut's intervention clearly warned Mr L about the risk of safe account scams, fraudsters impersonating banks, and that he should never ignore warnings, but I understand Mr L was being coached and he told Revolut he wasn't being helped by anyone and his payments were for renovations and paying invoices. I have to be fair here so I'm afraid for the same reasons as explained by our Investigator, I'm not persuaded I can fairly say that Revolut unreasonably failed to prevent Mr L's payments, or that it would be fair to hold it responsible for not preventing them.

I also wouldn't reasonably expect Revolut to have been able to recover Mr L's payments in a situation like this whereby, on hearing from Mr L that he'd been scammed, it reported the matter in good time to the receiving bank which subsequently advised the funds had already been spent by the recipients and as such weren't available to return to Revolut.

I'm sorry Mr L was scammed and lost this money. But despite my natural sympathy, I can't fairly tell Revolut to reimburse him in circumstances where I'm not persuaded it reasonably ought to have prevented the payments or to have been able to recover them.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 September 2025.

Neil Bridge
Ombudsman