

The complaint

Mr T complains Revolut Ltd won't refund the money he lost when he fell victim to a scam

What happened

Mr T received a text, seemingly from a courier, saying he needed to pay a small amount to reschedule a delivery. He followed the link in the message and input his details. Unfortunately, this was a "phishing" message sent as part of a scam.

Following the text, the scammers called Mr T pretending to be Revolut. They claimed fraud was being attempted on his account and persuaded him to send two card payments – for around £2,000 and £650 respectively – to "M", a money remittance firm. They told him his money was at risk and sending it to M would keep it safe from the fraud attempt. But the money was actually being sent on to the scammers.

Upon realising he had been scammed, Mr T disputed the payments with Revolut – but it didn't agree to refund him. Unhappy it wouldn't reimburse him given that he had fallen victim to a scam, Mr T referred the matter to our service.

Our investigator didn't uphold Mr T's complaint. They found Mr T had authorised the payments, and didn't think Revolut had cause to be concerned about them at the time. They also didn't think the loss could have been successfully claimed back through the chargeback scheme.

Mr T has appealed the investigator's outcome. He says he had been persuaded he was speaking to Revolut as the scammers managed to send him a message that came through its normal text chain. He says Revolut's texting system was breached, so it should be liable.

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 not to uphold it. I appreciate this will be disappointing for Mr T. I hope what I've explained below helps provide some insight into why I've reached this outcome.

While he was tricked by the scam, it's clear Mr T made these payments. That means the starting position is that he's liable for them. In line with the relevant regulations – the Payment Services Regulations 2017 (PSRs) – firms are expected to process authorised payment instructions without undue delay.

However, there are some situations where I would reasonably expect a firm to make further enquiries about a payment before deciding whether to process it – such as in circumstances where there are grounds to suspect it presented a fraud risk. If a firm failed to respond proportionately to such a risk, and doing so would have prevented the consumer from incurring a fraudulent loss, it may be fair to hold the firm liable.

I've carefully considered whether Revolut had cause for concern here. On balance, I consider it reasonable that it processed the payments, in line with Mr T's authorised payment instructions, without completing further checks.

The payments were authenticated by "3DS" – an additional layer of security that would have reassured Revolut it was likely Mr T making these payments. It would also have seen that they were being sent to a genuine firm which was regulated in the UK. And, looking at Mr T's Revolut account history, there were instances of him making payments for a similar/higher value than the total sent during the scam. So, I don't think Revolut had cause to suspect the payments were linked to fraud at the time.

I've considered Mr T's point about the text he got, within Revolut's text chain, that convinced him that he was genuinely speaking to Revolut. I don't have a copy of this, so I'm not sure if the scammers managed to "spoof" Revolut's number in a way that meant their message showed in the chain. Unfortunately, it is common in scams like this that scammers manage to spoof the numbers of genuine firms and organisations.

Given the phishing text sent at the beginning of this scam, it could also be the case that the scammers had managed to store Mr T's card details when he input them in the link in the message – and then used them to initiate a payment which then prompted a *genuine* text from Revolut, such as a code needed to confirm a payment.

Regardless of how this was achieved, it doesn't override the approach set by the PSRs about liability. I do understand why Mr T was persuaded he was genuinely speaking to Revolut. But even though he was being tricked by a scammer, he, rather than Revolut, is still liable for the payments he made.

I've also considered Revolut's actions once the scam was reported. While there is a *voluntary* chargeback scheme aimed to resolve card payment disputes, I'm not persuaded the scam payments could have been successfully recovered. That's because the scheme only offers (limited) recourse in situations where there is a dispute with the merchant paid directly. Here, as M is a genuine merchant who seemingly provided the service asked of it (i.e. sending the funds in the way it was instructed to), there wouldn't be grounds to charge the payments back from M.

I appreciate this will be disappointing for Mr T, who has clearly lost out at the hands of a cruel scam employing some sophisticated tactics to deceive him. But having carefully considered all the circumstances, I don't think it would be fair to direct Revolut to reimburse his loss.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 August 2025.

Rachel Loughlin
Ombudsman