

## The complaint

Miss C complains Revolut Ltd (“Revolut”) didn’t do enough to protect her when she fell victim to a scam.

## What happened

Miss C said she lost money to a scam when she tried to purchase tickets for a concert. Miss C said she spoke with someone, who I’ll refer to as the scammer, on social media and a price was agreed for two tickets. Once Miss C paid, she said the scammer tried to sell her an additional ticket which she didn’t want. A reduced price was agreed and Miss C made the payment for the additional ticket. The scammer then said they needed more money for the ticket and Miss C said she didn’t have anything more she could send.

Believing she’d been scammed Miss C contacted Revolut to make a scam claim. Miss C said the scammer told her if she sent more money they’d refund her the full amount. She then made the final payment but the refund wasn’t provided, nor were the tickets. Miss C said she borrowed the funds to purchase the tickets and has since repaid this.

Below are the payments Miss C sent to the scammer from her account with Revolut:

Payment	Date	Type of transaction	Amount
1	19 June 2024	Push-to-card	£150
2	19 June 2024	Push-to-card	£150
3	19 June 2024	Push-to-card	£75
4	22 June 2024	Push-to-card	£23

Miss C raised a scam claim with Revolut, and it didn’t reimburse her money. She said she waited too long for the outcome on her claim and only received the outcome once she chased Revolut for it.

Miss C complained to Revolut, and her complaint wasn’t upheld. Unhappy with Revolut’s response, she raised the matter with the Financial Ombudsman. One of our Investigators looked into the complaint and upheld it in part. They felt Revolut ought to have been concerned by the final payment given Miss C had already reported the scam to Revolut and the payment was to the same beneficiary as those disputed payments. They felt Revolut should have contacted Miss C to discuss the final payment and if it had, she wouldn’t have made it. The Investigator thought it was fair to hold Miss C jointly liable for the loss of the final payment and asked Revolut to refund 50% of it, with 8% simple interest from when the payment was made to when it’s settled. They also recommended Revolut pay £50 compensation as they felt it fell short in the service it provided.

Revolut accepted the outcome and Miss C didn’t agree. As an agreement could not be reached, the complaint has been passed to me for a final 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.

I'm sorry that Miss C has been the victim of a scam. I realise she's lost a considerable sum, especially in her circumstances and I don't underestimate the impact this has had on her. And, I'd like to reassure her that I've read and considered everything she's said in support of her complaint. But I'll focus my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

In broad terms, the starting position at law is that banks and other payment service providers are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account.

Miss C authorised the payments in question here – so even though she was tricked into doing so and didn't intend for her money to end up in the hands of a scammer, she is presumed liable in the first instance.

But as a matter of good industry practice, Revolut should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: as while banks and Electronic Money Institutions should be alert to fraud and scams to act in their customers' best interests, they can't reasonably be involved in every transaction.

I've thought about whether Revolut acted fairly and reasonably in its dealings with Miss C when she made the payments, or whether it should have done more than it did. In doing so I've considered what Revolut knew about the payments at the time it received Miss C's payment instructions and what action, if any, Revolut took prior to processing the payments.

Revolut told us as payment 1 was to a new beneficiary it displayed a warning to Miss C asking if she knew and trusted the payee and if she was unsure not to pay them. The warning also said Revolut may not be able to help her get her money back and gave a reminder that fraudsters can impersonate others. Miss C continued past this warning and payment 1 was processed.

The remaining payments were to the same payee and so the above-mentioned warning wasn't presented, and the payments were processed without any warnings or intervention from Revolut.

I've thought carefully about whether Revolut acted reasonably when processing these payments. Having done so, I think they did for payments 1 to 3 as none of these payments would have suggested Miss C was at a heightened risk of financial harm from fraud, and it was therefore reasonable for Revolut to process these payments in-line with her payment instructions. I'll explain why.

The payments weren't of an unusually excessive value for international payments and they were in-line with one of the account purposes Miss C gave when she opened the account, which was 'transfers'. She had also confirmed she knew and trusted the beneficiary prior to making payment 1. So, I don't think the payments were suspicious in nature such that Revolut ought to have intervened.

I agree with our Investigator that the same can't be said for payment 4. I say this because Revolut had been put on notice that Miss C had been the victim of fraud when sending funds

to this beneficiary. I therefore find it should have held the payment and contacted Miss C to establish the circumstances of the payment prior to processing it. I'm satisfied if it had, Miss C would have been honest that she was making the payment in order to receive a refund and that Revolut would have recognised this is a technique for the scammer to convince Miss C to part with further funds.

Additionally, I don't think Revolut took the appropriate action when the fraud was reported. I believe Revolut ought to have removed the payee from Miss C's beneficiaries and blocked future payments. This would have prevented Miss C from being able to make any further payments to the beneficiary.

Given the above, I find Revolut missed an opportunity to intervene and I'm persuaded if it had proportionately intervened as I've described it would have prevented Miss C from making payment 4. I therefore find it's fair and reasonable to hold Revolut liable for Miss C's loss for this payment.

I've also considered whether Miss C should share any liability for the preventable loss. In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint. I find it would be fair for Miss C to be jointly liable for the loss she suffered as a result of payment 4 because she made the payment at a time when she believed she had been scammed. She also hadn't carried out checks on the seller prior to attempting to purchase concert tickets from a stranger.

Our Investigator awarded £50 compensation as she felt Revolut had fallen short on the service it provided Miss C in allowing her to make a further payment towards the same beneficiary and incur a further loss. Having reviewed things, I agree Revolut ought to have handled things better after Miss C raised a scam claim. I agree that £50 is reasonable compensation for the additional distress Revolut's service failing is likely to have caused Miss C, at an already difficult time.

### *Recovery*

I've thought about whether there's anything else Revolut could have done to help Miss C — including if it took the steps it should have once it was aware that the payments were the result of fraud.

Miss C made four international push-to-card payments where there's no active procedure for her money to be recovered. I therefore don't think there's anything more Revolut could have done to recover her funds.

I'm sorry to disappoint Miss C further, but I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Revolut needs to refund Miss C all the funds she lost to the scam. I realise this means she's out of pocket and I'm really sorry she's lost this money. However, for the reasons I've explained, I don't think I can reasonably uphold this complaint in full.

### **My final decision**

My final decision is that Revolut should:

- Refund 50% of payment 4.
- Pay 8% simple interest per year on this amount, from the date the payments debited her account, until the date the refund is settled (less any tax lawfully deductible).

- Pay £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 10 July 2025.

Charlotte Mulvihill  
**Ombudsman**