

## **The complaint**

Mrs S complains that Revolut Ltd did not reimburse the funds she lost to a scam.

## **What happened**

Mrs S had been looking for a vehicle for her family and found what she felt was a good deal on an online marketplace. She spoke with the company selling the vehicle online and agreed with the price and the delivery fee. She transferred £3,720 from her Revolut account to the company on 8 April 2024 for the vehicle, and it was due to be delivered the following day. Unfortunately, the vehicle never arrived, and Mrs S realised she had been the victim of a scam.

Mrs S contacted Revolut on 9 April 2024 to report the scam and they contacted the receiving bank to try and recover the funds. Unfortunately, after several attempts the receiving bank did not respond to Revolut's requests for reimbursement. Revolut informed Mrs S of this and explained that they were not liable for the loss either.

Mrs S referred the complaint to our service and our Investigator looked into it. They issued a view explaining that while the transfer of £3,720 was higher than Mrs S's usual spending on the account, it was not of such a high value that they felt Revolut needed to intervene prior to it being processed. So, they did not agree that Revolut needed to reimburse Mrs S in the circumstances.

Mrs S disagreed with the findings and ultimately still felt the payment was unusual and out of character when compared to her normal spending. As an informal 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mrs S authorised the payment in question as she believed it was part of a legitimate online purchase. So, while I recognise that she didn't intend the money to go to scammers, the starting position in law is that Revolut was obliged to follow Mrs S's instruction and process the payment. Because of this, she is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Revolut did enough to try to keep Mrs S's account safe.

I've reviewed Mrs S's statements, and I can see that she generally tended to use her Revolut account for smaller purchases. While I can understand that the payment of £3,720 was higher than her normal spending habits, I don't think this alone was an indication that she may be at risk of financial harm. It is not unusual for customers to use electronic money institutes such as Revolut for larger, one-off payments and I am aware that such businesses have a balance to strike between being aware of potentially fraudulent transactions and processing consumers payments as requested. Having considered this payment carefully, I just don't think it was of a significant enough value to warrant an intervention from Revolut. I therefore think it was reasonable that Revolut did not intervene in this payment, and I do not think they missed an opportunity to meaningfully reveal the scam.

I can see that Revolut did attempt to recover Mrs S's funds once they were made aware of the scam. Unfortunately, they did not receive a response from the beneficiary bank, so I do not think they could reasonably have done more to try and recover the lost funds.

I understand that this will be very disappointing for Mrs S, and I recognise that she has been the victim of a cruel and manipulative scam. But I do not consider that it would be fair to hold Revolut responsible for her loss, so I won't be asking it to refund any of that loss to her.

### **My final decision**

I do not uphold Mrs S's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 3 October 2025.

Rebecca Norris

**Ombudsman**