

The complaint

Mrs B complains that Revolut Ltd hasn't refunded two transactions that left her account due to her falling victim to a safe account scam.

What happened

Mrs B received a delivery scam phishing text message and as she was expecting a delivery, input her card details. She then realised this was a scam and contacted her card provider to cancel the card. A short while later she received a call about the cancelled card and the scam text. She was told that her money in her bank account was no longer safe due to the information she'd shared. Mrs B was given a code and told she'd receive another call with how to protect her funds.

Mrs B received a call as expected and the caller gave her the security code to verify they were genuine. She was told she needed to move her funds to another account to keep them safe. Mrs B ultimately followed the caller's instructions and moved money to her Revolut account, before she then instigated a payment out to a 'safe account'. Mrs B was processing a second payment when she realised this was a scam, but the scammer was able to take further funds despite Mrs B not completing all the steps.

Mrs B complained to Revolut and asked it to refund her money. It didn't agree to do this and said the payments were authorised. It looked into whether it could recover the funds but said this wasn't possible. Mrs B came to our Service and while the case was with us, Revolut then offered to refund her the second payment, but not the first.

Our Investigator upheld Mrs B's complaint in full. Revolut disagreed and asked for an Ombudsman to reconsider the case.

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 broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

But, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Revolut should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud. This is particularly so given the

increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;

- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;

Should Revolut have recognised that Mrs B was at risk of financial harm from fraud? And what did Revolut do to warn Mrs B?

When Mrs B attempted the first payment to this scam, Revolut automatically declined it. Revolut has explained she then reattempted the payment in a different way and was required to speak to an agent using in-app chat before the payment could be processed. So it's clear from Revolut's actions it identified a risk of financial harm, as it wasn't willing to process the payment immediately.

However, Revolut sought only to confirm it was Mrs B making the payment. It didn't then take any action to understand more about what the financial risk from the payment was or the situation she was in.

Considering the first payment was a £4,995.99 payment to a money transfer service; on an account that hadn't been used in over four years; and at that time was only used for spending abroad; I can't agree just checking it was Mrs B was a proportionate response to the risk the payment presented. I think Revolut was correct to block the payment as it first did, but then it needed to question Mrs B about it at this time, as there was a clear risk of financial harm.

What kind of warning should Revolut have provided? And if Revolut had provided a warning of the type described, would that have prevented the losses Mrs B suffered from the £4,995.99 payment?

Revolut should've asked Mrs B why she was making the payment and some further questions around the answers she then gave. It then could've provided her with a warning specific to the risk it could then identify.

Revolut did look to provide a better, automated warning on the next payment that was attempted due to this scam – and we can see Mrs B answered the questions it asked her honestly. Her answers told Revolut she was falling victim to a safe account scam and that someone was instructing her on what to do. And Mrs B cancelled the payment due to this interaction. So had Revolut asked these kinds of questions on the first payment, I'm satisfied it could've prevented her full loss to this scam.

Is it fair and reasonable for Revolut to be held responsible for Mrs B's loss?

While I have considered all of the facts of the case, including the role of other financial institutions involved, Mrs B has chosen not to pursue a complaint about any other firm and I cannot compel her to do so. And, I do not think it would be fair to reduce her compensation because she's only complained about one firm, as I consider that Revolut both could and should have prevented the full loss here.

Should Mrs B bear any responsibility for her losses?

I've considered Mrs B's role in what happened – taking into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.

Looking at what Mrs B knew and what happened, I don't think she acted unreasonably here. She's shown us she received a scam text message and at this time she was expecting a delivery from this merchant, so she didn't realise this was a scam at the time. The caller then used this to persuade Mrs B her account was at risk. The scammer also held personal information about Mrs B's finances and gave her a security code which all callers would use, which persuaded her they were genuine. And she received a text from her genuine bank when the caller said she would, reinforcing this understanding.

Mrs B also tried to move the money to a family member's account first, before she agreed to follow the scammer's instructions. So she did take steps to try and protect her funds and move them to an existing 'safe place'. However, the scammer was able to convince her this would compromise that person's account too, which I can appreciate would've been persuasive in the circumstances at the time.

As above, Mrs B was also honest with Revolut when it did question her about the second payment. And it's accepted by both parties she didn't complete the steps needed for this payment to be made by card, as she realised from the information shared, she was falling victim to a scam. So considering everything that happened in this case, I'm not making a deduction here.

Putting things right

Revolut Ltd should:

- Refund Mrs B both scam payments made on 5 September 2024
- Pay 8% simple interest per annum on the refunded amounts from the date of the payments until the date of settlement

My final decision

For the reasons set out above, I uphold Mrs B's complaint against Revolut Ltd and require it to pay the redress outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 October 2025.

Amy Osborne
Ombudsman