

The complaint

Mr A complains that Revolut Ltd (Revolut) is refusing to refund him the amount he lost as the result of a scam.

Mr A is being represented by a third party. To keep things simple, I will refer to Mr A throughout my decision

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr A received a call that appeared to be from one of his other account provider's fraud departments, whilst on the call Mr A realised, he had also received a message and email from what also appeared to be the same fraud department. The caller later turned out to be a scammer that I will refer to as "X"

X asked if Mr A had authorised two payments on his account as they had flagged as suspicious. Mr A confirmed he had not made the payments and was advised the payments would be blocked and the matter would be referred to the Financial Conduct Authority (FCA). Mr A was asked to provide a password so that the FCA could contact him later and authenticate themselves.

Mr A then received a call from what appeared to be an individual from the FCA that I will call "Y". Y was aware of the password Mr A had set and used it on all calls.

Y gained Mr A's trust speaking regularly about their personal lives and exchanging personal stories. Y then asked Mr A to perform a virus check on his device before asking him to move investment funds to his account with that provider.

Y then advised Mr A to open a new account with Revolut so that he could deposit his funds safely. Y helped Mr A with this process using screensharing software.

Mr A was then instructed to move funds from his other accounts held elsewhere to his new Revolut account, and then on from that account where the funds were lost to the scam.

Mr A was advised that the final account he was sending the funds to (that was not in his name) was controlled by the FCA. Y stayed in touch with Mr A and requested further payments which Mr A agreed to make.

Mr A had concerns about the payments he had made and continued communicating with Y who gave various reasons for the delays in returning his funds. Mr A then contacted the FCA directly and it became clear he had fallen victim to a scam.

Mr A made the following payments from his Revolut account:

Payment	Date	Payee	Payment Method	Amount
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1	3 February 2024	Individual 1	Transfer	£1,000
2	4 February 2024	Individual 1	Transfer	£75,000
3	5 February 2024	Individual 1	Transfer	£350,000
4	18 February 2024	Individual 1	Transfer	£155,000
5	20 February 2024	Individual 1	Transfer	£182,000
6	20 February 2024	Individual 1	Transfer	£3,000
7	20 February 2024	Individual 1	Transfer	£9,000

Our Investigator considered Mr A's complaint and thought it should be upheld in part. Revolut agreed to refund Mr A part of his loss, Mr A disagreed, so this complaint has been passed to me to decide.

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.

It has not been disputed that Mr A has fallen victim to a cruel scam. The evidence provided by both Mr A and Revolut sets out what happened. What is in dispute is whether Revolut should refund the money Mr A lost due to the scam.

Recovering the payments Mr A made

Mr A made the disputed payments in relation to the scam via transfer. When payments are made via transfer Revolut has limited options available to it to seek recovery.

I can see that Revolut contacted the operator of the payee's account, but no funds remained in that account. I don't think Revolut had any other reasonable options available to it to seek recovery of the payments Mr A has disputed.

Should Revolut have reasonably prevented the payments Mr A made?

It has been accepted that Mr A authorised the payments that were made from his account with Revolut, albeit on Y's instruction. So, the starting point here is that Mr A is responsible.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Revolut should have been aware of the scam and intervened when Mr A made the payments. And if it had intervened, would it have been able to prevent the scam taking place.

When Mr A made payment 1 Revolut did intervene, and Mr A had to select from a list of options the purpose for the payment. Mr A selected "pay a family friend or family".

Mr A was then required to answer a list of questions. Mr A confirmed:

- He understood that a fraudster may ask him to hide the real reason for the payment
- No one was assisting him in answering the questions
- He had paid the same person before using different bank details
- He had been provided with the bank details face-to-face.

Mr A was then provided with a warning relevant to the incorrect information he had provided. Considering the value of payment 1 and the limited risk associated with the payment I think

the intervention provided by Revolut was proportionate.

When Mr A made payment 2 he provided the same incorrect information he did when he made payment 1. This time Mr A was directed to Revolut's in-app chat facility where he was asked further questions about the payment. Mr A confirmed:

- He was repaying a debt to a family friend
- He wasn't being guided
- He opened the account for day-to-day transactions and occasional transfers

Although Mr A had provided incorrect information during this chat Revolut still warned Mr A that fraudsters may impersonate the bank and ask him to ignore their warnings. Mr A still went ahead with the payment.

I appreciate Mr A opened the account with Revolut as part of the scam process so there was limited history to show how he would usually operate the account. But Mr A had only just opened the account when he started making payments into it from an account he held elsewhere before sending funds out to a third-party. I think this is relatively common in this type of scam and I think Revolut should have had significant concerns and questioned Mr A more thoroughly before allowing such large values to debit his account to the same beneficiary over 17 days that totalled more than £750,000.

Had Revolut intervened and questioned Mr A more thoroughly I think it would have been difficult for Mr A to justify the reasons he was making such significant payments via his newly opened account, and Revolut could have prevented the scam from payment 2. Revolut is therefore responsible for the payments Mr A made from his Revolut account from payment 2 onwards.

Did Mr A contribute to his loss?

Despite regulatory safeguards, there is a general principle that consumers must still take responsibility for their decisions (see s.1C(d) of our enabling statute, the Financial Services and Markets Act 2000).

In the circumstances, I do think it would be fair to reduce compensation on the basis that Mr A should share blame for what happened and remain responsible for 50% of his overall loss from payment 2 onwards. I will explain why:

- As explained above, Mr A gave incorrect information to Revolut when it intervened on two separate occasions having been guided by Y, this would have made it difficult for Revolut to uncover the scam
- Mr A also gave incorrect information to his other account providers when he made the payments into the scam, showing again that he was willing to follow Y's guidance
- Payments were made over several weeks which gave Mr A time to confirm he was speaking with a genuine organisation, considering the value of the payments being made I think this would have been reasonable
- Mr A had fallen victim to a similar scam in the past that had similarities to this scam, yet he continued to make payments requested by Y

With the above in mind, I think that had Mr A taken more care, answered questions honestly, and carried out further research, he could have also prevented the scam.

Putting things right

As I've said above, I think it would be reasonable for Mr A to remain responsible for 50% of his overall loss from payment 2 onwards.

As another of Mr A's account providers has already refunded the equivalent of 50% of payments 2,3,4,6 and 7 Revolut does not need to refund any of these payments.

To put things right I require Revolut Ltd to:

- Refund 25% of payment 5. As another account provider has already provided a partial refund of Mr A's loss and I've asked the account provider Mr A sent these funds from to refund a percentage of this payment. The remaining amount is Mr A's share of the liability for his loss
- Revolut should pay Mr A 8% simple interest per year on the amount it pays Mr A from the date of loss to the date the refund is paid, less any lawfully deductible tax

My final decision

I uphold this complaint and require Revolut Ltd to put things right by doing what I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 November 2025.

Terry Woodham
Ombudsman