

The complaint

M (a limited company) complains that Revolut Ltd hasn't protected it from losing money to a scam.

Mr G, M's sole director, brings the complaint on M's behalf.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mr G has explained that in October 2023 two payments were made from M's Revolut account as a result of a scam. Ultimately Revolut didn't reimburse M's lost funds, and M referred its complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a 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.

Having done so, I've decided not to uphold this complaint and for materially the same reasons as our Investigator.

I don't doubt M has been the victim of a cruel scam here, and Mr G has my heartfelt sympathy. Ultimately, however, M has suffered its loss because of fraudsters, and this doesn't automatically entitle it to a refund from Revolut. The Payment Systems Regulator's APP scam reimbursement rules are new rules that have been implemented to reimburse consumers who are the victims of scams in certain circumstances. However, these were introduced on 7 October 2024 and aren't retrospective, so they don't apply to this case. Likewise, the Contingent Reimbursement Model is voluntary code introduced in 2019 also to reimburse customers who are the victims of scams in certain circumstances. However, the CRM is a voluntary code which Revolut hasn't signed up to, and so again this doesn't apply here. Still, there are other various and longstanding expectations of payment service providers like Revolut to be alert to fraud and scams and to act in their customers' best interests. However, it would only be fair for me to tell Revolut to reimburse M its loss if I thought Revolut reasonably ought to have prevented the payments in the first place, or Revolut unreasonably hindered recovery of the funds after the payments had been made; and if I was satisfied, overall, this was a fair and reasonable outcome.

I'm satisfied for the same reasons our Investigator explained that M authorised the relevant payments. Revolut would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, M is presumed liable for the loss in the first instance, in circumstances where it authorised the payments. That said, as a matter of good industry practice Revolut should have taken proactive steps to identify and help prevent transactions – particularly sufficiently unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many payments made by customers each day and it's not realistic or reasonable to expect Revolut to stop and check every payment instruction. There's a

balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments (allowing customers ready access to their funds).

In this case, however, I do think Revolut reasonably ought to have intervened in the payments. The first payment authorised was for £25,000, and the second payment authorised was for £3,100. I understand Revolut did intervene in the first payment by asking M for the purpose of the payment and displaying some warnings to M based on what it answered. However, the payment of £25,000 was sufficiently unusual for the account, in my view, to reasonably expect Revolut to have recognised the risk and reacted proportionately by engaging its customer in an in-app chat, to enquire about the reasons for the payment, to protect M from the possibility of financial harm from fraud or a scam.

Unfortunately, however, I don't think such proportionate intervention from Revolut, had it happened, would most likely have prevented the scam and M's loss. I say this materially for the same reasons our Investigator thought this. The information I've seen shows the payments were instructed from Mr G's laptop, that the question Revolut asked M about the payment was also answered from the laptop; and Mr G has explained that the scammer had control of the laptop. I understand in the circumstances of this case that had Revolut intervened further in these payments by way of an in-app chat, that this would have been routed through the laptop's browser also, meaning the scammer would have been able to control the answers given to ensure the scam wasn't uncovered by Revolut and the payments were allowed through. I also understand that on this occasion Revolut wasn't able to detect remote access software on the laptop, meaning I couldn't reasonably say it ought to have done anything differently here.

I've considered whether Revolut unreasonably hindered recovery of the payments after they were made. However, by the time Mr G got in touch with Revolut to report the scam, Revolut would only have been able to attempt recovery by contacting the receiving banks. I can see that Revolut did this and was able to recover amounts of £34.01 and £4.29 respectively. I've looked into this further to see if Revolut might have been able to recover more than this had it acted sooner on this than it did. Unfortunately for M however, the information I've seen persuades me it wouldn't be fair for me to expect Revolut to have been able to recover more than it did – the funds were spent very quickly from the recipient accounts in this case.

I'm sorry M was scammed and lost this money. However, despite my natural sympathy, I can't fairly tell Revolut to reimburse M in circumstances where I'm not persuaded it was the cause of the loss.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 25 February 2026.

Neil Bridge
Ombudsman