

The complaint

Mrs B complains that Revolut Ltd has declined to reimburse a payment she says she didn't authorise.

What happened

Mrs B's husband spoke to a scammer in March 2024 before passing the phone to Mrs B. The scammer convinced them the funds in their joint account were at risk and as part of this Mrs B transferred money to her Revolut account. Mrs B recalls sharing an OTP (one time passcode) thinking this was part of securing her account. In practice this code was used to set up Apple Pay on a new device which was used to make a payment of just under £5,000.

Revolut declined to reimburse this payment on the basis that she had shared a secure code, and it didn't think it had grounds for a successful chargeback in the circumstances.

When Mrs B referred her complaint to our service, the investigator upheld it. They thought the payment was unauthorised and didn't think Revolut could fairly hold Mrs B liable on the basis that she had shared a secure code in the circumstances.

Revolut didn't agree – in summary it said that Mrs B had unblocked her card after Revolut had identified a suspicious transaction carried out by the scammer. It says this means she must have been aware the scammer was making payments and by unblocking it she consented to further transactions.

As an agreement couldn't be reached the matter was passed to me for consideration by an ombudsman. I wrote to Revolut on 27 August 2025 and explained that I intended on upholding the complaint. I said that I didn't think Mrs B's actions in sharing an OTP code believing we was securing her account amounted to her giving the scammer authority to make payments on her behalf. And that while she had unblocked her card thinking this was necessary to recover funds, she never confirmed the disputed payment as genuine or consented to it. I shared a copy with Mrs B at the time. Neither party has responded with further comments by the deadline set.

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'm upholding this complaint, I'll explain why.

Has Revolut acted fairly in treating the disputed payments as authorised?

The relevant law here is the Payment Services Regulations 2017 (PSRs) – these set out the circumstances in which a payer (here Mrs B) and a payment service provider (here Revolut) are liable for payments. As a starting point, Mrs B is liable for payments that she authorised and Revolut should reimburse unauthorised payments.

It's common ground that Mrs B is the victim of a scam and that she thought he needed to

move funds to his Revolut account to keep them safe.

Mrs B also admits to sharing an OTP believing this was needed by the scammer to secure her account and to unblocking her card on the understanding this was necessary to recover any funds.

I'm persuaded by Mrs B's recollection of events that she didn't know at the time that sharing the OTP code would give the caller the ability to make payments, nor did she agree to them making payments on her behalf. Rather she was tricked into thinking she was speaking to Revolut and taking steps to protect her account. It appears to be accepted that it was the scammer and not Mrs B who actually made the disputed payment. So I don't think it would be fair to treat the payment as authorised on this basis.

Mrs B says she unblocked her card on the instruction of the scammer believing this was necessary for any money to be returned. She doesn't remember being asked to confirm whether the blocked payment was genuine, but she does recall that the scammer was talking her through it in real-time and coaching her on what to do.

It's not clear which payments Mrs B thought needed to be recovered at the time or what she would have seen, but it's common for scammers to use a range of tactics to create a sense of panic, and to appear genuine at the time. There isn't always the present of mind to critically assess each request once the victim believes they are speaking to someone genuine and their funds are at risk. So, I accept that the combination of seeing concerning activity in her banking app and the pressure from the scammers led to Mrs B taking this step rather than any agreement for payments to be made. For these reasons, I don't think it would be fair to treat the payment as authorised on this basis either.

Is there any other reason why it would be fair for Revolut not to provide Mrs B with a refund?

The PSRs set out situations in which Revolut can hold Mrs B liable for unauthorised transactions. Of relevance here is the obligation on Mrs B to "take all reasonable steps to keep safe personalised security credentials relating to a payment instrument or an account information service". Under the PSRs, Revolut can hold Mrs B liable for the payment if it was made as a result of her failing in this obligation with intent or gross negligence. This is reflected in the applicable terms and conditions of Mrs B's account.

I don't think Mrs B intentionally failed to keep secure information safe - rather she thought she was speaking to Revolut and that she was working to keep her funds safe.

When considering if Mrs B has failed in her obligations with gross negligence, the test isn't simply whether she was careless. For someone to fail with gross negligence they would need to have seriously disregarded an obvious risk, falling significantly below the standards expected of a reasonable person.

Bearing in mind what I've already explained about the sophistication of the scam, the panic Mrs B has described, and the pressure put on her by the scammer, I think a lot of people would have acted in a similar way. While it may have been careless to unblock her card in the circumstances, she received a plausible explanation by the scammer about why she needed to do this. So, I'm not persuaded that Mrs B's actions fell so far below the standards expected of the reasonable person that this amounts to gross negligence in the circumstances.

So, for the reasons explained, I think Revolut should reimburse the disputed payment and make an interest payment to reflect the time Mrs B has been without the funds.

My final decision

My final decision is that I uphold this complaint and that Revolut Ltd should reimburse Mrs B £5,000 and pay her simple interest at a rate of 8% per annum on this amount from the date of the payment to the date of settlement.

If HM Revenue & Customs (HMRC) requires Revolut Ltd to deduct tax from any interest, Revolut Ltd must provide Mrs B with a certificate showing how much tax has been deducted if she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 October 2025.

Stephanie Mitchell
Ombudsman