

The complaint

Mr A has complained Revolut Ltd failed to sufficiently intervene causing him to fall victim to an authorised push payment (APP) scam.

What happened

I issued my provisional decision on this complaint on 30 May 2025. I wanted to give both sides a chance to provide any further evidence and arguments before I issued my final decision. That provisional decision forms part of this final decision and is copied below.

There has been some conflicting information about whether the payments were authorised by Mr A, or the scammer completed them all.

However, as the background to this complaint is well known to both parties I won't repeat it in detail here. In summary, Mr A fell victim to an investment scam. In response to our questions he is suggesting the scammers made a transfer of £8,240 on 3 November 2023; with the final destination being the scammers' account. Mr A believed he was investing funds in a credible investment platform backed by a celebrity endorsement. However, he subsequently discovered the investment was a scam after he paid further fees to release his profits and was then asked to pay more.

Our Investigator did not uphold the complaint. She thought Mr A authorised the transfer and mislead Revolut when questioned on why he was making it. However, Mr A disagreed with this and maintained his stance that Revolut should have done more to prevent him from completing the transfer. So, the complaint has been passed to me for a decision.

What I've provisionally 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don't doubt Mr A has been the victim of a scam here; he has lost a large sum of money and has my sympathy for this. However, within this assessment I'm limited to focusing only on the actions of Revolut, not the scammer. And it doesn't follow that, just because a scam has occurred, it does not mean he is automatically entitled to recompense by Revolut. It would only be fair for me to tell Revolut to reimburse him for his loss (or a proportion of it) if: I thought Revolut reasonably ought to have prevented the payment he made, or Revolut hindered the recovery of the payment Mr A made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Revolut treated Mr A fairly and reasonably in its dealings with him, when he made the payment and when he reported his concerns to it, or whether it should have done more than it did. Having done so, I've decided to not uphold Mr A's complaint. I know this will come as a disappointment to Mr A and so I want to explain why I've reached the decision I have.

Considering the 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 - Revolut should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which payment service providers are generally more familiar with than the average customer.*
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*
- 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.*

Firstly, I've considered Mr A's argument that the scammer authorised all the transactions and responded to Revolut's in-app questions. Although I accept Mr A has fallen victim to a scam, based on the available evidence, I'm not persuaded the actions which allowed the funds to leave his account were conducted by the scammer.

Revolut's systems do not permit screensharing software to work in conjunction with its app. This means when a screenshare is in progress, the app notes this and blanks out the information for all participants. This prevents any actions such as a transfer to a new beneficiary taking place.

I've also noted within Mr A's scam chat logs, albeit at an earlier date a few months prior in August 2023, he confirmed to the scammer he had completed that transfer and in response the scammer confirmed they'd call him shortly. Therefore, I'm persuaded that as Mr A completed those transfers he likely completed the later ones too. I say this because I've seen no reason why he would have deviated from the previous process. Although, I do not doubt the scammer would have given Mr A prior guidance to ensure he was going to send the funds where the scammer needed them to go.

Additionally, I consider it most likely that had the scammer had access to Mr A's accounts, without him being party to the actions occurring, that they would have taken all his funds and would not have needed Mr A to send confirmation of it being done. As the scammer was not an individual acting with any due regard for Mr A's best interests, there would have been nothing regulatory, legally or morally stopping them from attempting to take all Mr A's funds from all his accounts they had gained access to.

As I'm persuaded these were authorised transactions Revolut is expected to follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) Mr A is presumed liable for the loss in the first instance. I appreciate that Mr A did not intend for his money to ultimately go to fraudsters, but he did authorise these payments to take place.

However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made. So, I've thought about whether the transaction should have highlighted to Revolut that Mr A might be at a heightened risk of financial harm due to fraud or a scam.

Revolut did intervene when Mr A was attempting to make his payment, as it was to a new beneficiary, requiring him to first answer questions and watch some educational scam stories before allowing him to complete his transfer. As I have found he was completing the transfers himself, I find it most plausible he also responded to any intervention questions within the chats too.

Mr A was, amongst other things, asked: why he was making this transfer, if he had been asked to install any software and if he was moving the funds to an account he controls. In response Mr A informed Revolut he was transferring the funds to his other account, he was not asked to download any software and the beneficiary account was an existing account of his. Had Mr A been more forthcoming with his answers, such as sharing he had downloaded some screensharing software, it would have given Revolut an opportunity to uncover the scam. I'm not persuaded had Revolut questioned Mr A further, or asked different questions, that he would have been completely open and honest with them. Instead, on balance I think, Mr A's answers would have continued to alleviate the concerns of Revolut. Ultimately, the evidence suggests Mr A was heavily under the scammer's influence, because I can think of no other reason why Mr A would choose not to share details about the screensharing software.

I think Revolut's intervention was appropriate and proportionate; especially considering this was a new account where it had no account history to base Mr A's expenditure on and 'transfers' was the account opening reason he appears to have selected.

I've also kept in mind that when Mr A was questioned by another bank in August 2023, during a human intervention via the phone, he chose not to be open, honest or forthcoming with his answers to them either. I've not seen any evidence to show the scammer's influence was waning at the time of this later payment and so I do not think that even had Revolut asked further questions it would have been able to uncover the scam. I think Mr A would have continued to alleviate Revolut's concerns with his answers, without being honest about the full details of the investment he was involved as based on what I've seen such was the influence of the scammer over him.

I've considered the decisions that Mr A believes are close to his circumstances. However, we consider each case on its own individual merits and although he believes the circumstances of other decisions seem to be similar, there are key differences.

I've also noted that Mr A has referenced the Contingent Reimbursement Model Code. However, Revolut has not signed up to this and so it does not apply here.

Consequently, I do empathise with Mr A for the situation he has found himself, but it would not be reasonable for me to find that Revolut should be held liable for the losses he suffered. Ultimately, I'm not persuaded that Revolut could have prevented them occurring. I think Mr A would have continued supplying credible answers that would have reassured it of any concerns it may have had.

Recovery

Revolut attempted to recover the funds Mr A lost on 7 November 2023. However, it received a response confirming there were no funds remaining as they had been withdrawn the same day Mr A had transferred them. Therefore, even had Revolut attempted to recover the funds

more quickly after Mr A had contacted them on 6 November 2023, the funds had already been moved. As Revolut could not have been able to recover these funds I won't be asking it to do anything further.

So, in light of all of the above findings, there's no fair and reasonable basis under which I can ask Revolut Ltd to reimburse Mr A's loss.

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.

Revolut did not respond to my provisional decision. So, I've considered Mr A's further comments to decide whether or not I should depart from my provisional decision. However, having done so, I'm not persuaded there is a compelling basis for me to do so.

Briefly, Mr A responded to say: he did not authorise the payments and there was no human intervention until he went into branch of his other bank to make a complaint.

I appreciate Mr A's stance that the scammer completed all these transactions. However, I am not persuaded on the available evidence that the scammers did do so. As I highlighted above, there would have been no need for Mr A to confirm when the transactions were completed to the scammer if he was not conducting them. I also see no reason why the scammers would not have taken all his funds if they had the access Mr A said they had.

I'll also clarify the human intervention I referred to doesn't mean it has to be in person, via a telephone discussion would also constitute this. I think Revolut's intervention was appropriate and proportionate. As Mr A has highlighted to me, he was under considerable influence of the scammer and so I'm not persuaded Revolut would have been able to prevent his losses.

Therefore, I remain of the same opinion of my decision and am not upholding this complaint.

My final decision

For the reasons I've explained, I do not uphold this complaint about Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 July 2025.

Lawrence Keath
Ombudsman