

The complaint

Mrs W complains Revolut Ltd hasn't refunded her after she fell victim to an impersonation scam and an unauthorised payment left her account.

What happened

Mrs W received a call from what she believed was her bank on 23 December 2023, and it informed her that her account had been compromised. She was advised to move all her funds, including an overdraft facility to her existing Revolut account. Mrs W accepts she did this and saw the money appear in her Revolut account. During this call she was asked for some Revolut security information by the caller and shared this on the understanding it was part of the process to secure her funds.

Mrs W then discovered the caller was in fact a scammer and used the information she shared to add a new device to her Revolut account and then take the funds she'd paid in. She reported the scam to Revolut and subsequently complained about what happened, but it didn't agree to refund her.

Mrs W came to our Service and our Investigator upheld her case. She accepted the assessment, but Revolut disagreed, although it then offered her 50% of the payment. Mrs W didn't accept this offer, so the complaint has been passed to me for a final 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.

In line with the Payment Services Regulations 2017 ("PSRs"), the relevant legislation here, the starting position is that Revolut is liable for unauthorised payments, and Mrs W is liable for authorised payments. She says she didn't authorise the payment from her Revolut account and this was done by the scammer.

It's accepted by both parties that Mrs W was the victim of a scam and Revolut's technical data shows that a new device was added to the account that day. Revolut accepts that the data indicates the form and procedure required for this payment was completed on the new device. I accept Revolut sent the code needed to add that device to Mrs W's mobile number, so it was received on her genuine device. But I can't agree that her sharing this code means she authorised the payment that subsequently took place, after the new device was added.

The form and procedure for making the payment required someone to log into the account, provide the payee account details and the amount of the payment, as well as confirming this payment and in this case acknowledging a warning about it. The information we hold indicates that this wasn't completed on the device we know Mrs W was using at that time.

Revolut's records show two devices accessing Mrs W's account near simultaneously and we know which device Mrs W had, as she kept using it after the scam. The other device wasn't used again. And we also know that Mrs W went into the account at that time, due to paying

in the funds that were then spent as part of the scam. In addition to the technical evidence indicating it wasn't Mrs W, I also can't logically see why she'd have added a new device when she was already accessing the account. Had it been her making this payment under the spell of the scam, she could've just done it from her own app.

Revolut has evidenced that it asked Mrs W to confirm if she'd ever used any of the devices it then listed to access her account. I accept she said 'yes' to this, but I don't believe this is what she meant.

Mrs W says "*yes I have all the device. I'm using the iphone 16*". But there is no iPhone 16 listed. So I can't safely say Mrs W intended to agree to all the devices listed, when she then confirms she is using one that isn't (and I can't see she ever used the kind of iPhone listed). We can see that Mrs W did, at different times, own devices of both brands Revolut listed and I'm persuaded by how she responded that Mrs W didn't realise the significance of the model numbers being mentioned. So I don't accept this is evidence it was her on both devices.

Revolut has also referenced the testimony Mrs W gave to our Service when she first complained. I accept this is contradictory and I understand why it has caused concern. However, Mrs W has used a professional representative, and I'm persuaded that they have used generic, templated wording on the form and Mrs W unfortunately didn't spot this when she signed it. I'm more persuaded this is the case than the contradictory testimony provided is accurate, considering the chain of events here and everything else Mrs W has told us about what happened.

Considering the above, in line with in line with the PSR's, I consider the payment was unauthorised and so the starting point is that Revolut is liable for it. I have then considered whether Mrs W has failed with gross negligence or intent to keep her account details safe, as it's clear she has compromised the security of her account. But I'm not persuaded she did this with intent and this hasn't been suggested.

In relation to gross negligence, as Revolut is aware, the bar is very high. I accept it has offered to refund Mrs W 50% of the loss, holding her accountable too, but there is no provision for shared liability if the payment is deemed unauthorised. Either Revolut must refund it, or Mrs W is fully liable as she failed with intent or was grossly negligent.

Revolut has said Mrs W was grossly negligent as she fell for an impersonation scam and as she failed to cross-check the information with Revolut. I can't agree that these points alone are enough for her to be *grossly* negligent.

Considering the situation Mrs W has described being in and the pressure she was under, I think she was persuaded she was talking to her bank and it was acting to help her secure her funds. So in the moment, she wouldn't have felt she needed to contact Revolut and cross-check this information – and the pressured situation wouldn't lend itself to doing so. The scammer held personal information on her that persuaded her they were genuine and the actions they instructed her to take did result in her funds appearing to be secured with Revolut. So this built trust too. I accept with hindsight there were some red flags Mrs W ought to have detected and she did act with a degree of negligence, but this isn't the same as her being *grossly* negligent. So Revolut is required to refund her the full payment made.

Putting things right

Revolut Ltd should refund Mrs W £3,750 and pay 8% simple interest per annum from the date of this payment to the date of refund.

My final decision

For the reasons set out above, I uphold Mrs W's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 3 October 2025.

Amy Osborne
Ombudsman