

The complaint

Mrs S complains that Revolut Ltd won't refund money she lost when she fell victim to a scam.

What happened

In November 2023, Mrs S fell victim to an impersonation scam. She states she'd just paid for her citizenship application when she received a call from someone purporting to be from the Supreme Court. The individual told Mrs S that her account was involved in money laundering, and she needed to co-operate with their investigations to prove her innocence or face imprisonment.

Mrs S agreed to co-operate and received a further call from someone who she was led to believe was a police officer. The caller told her that she needed to move her money into 'safe accounts' for protection while investigations took place. Mrs S followed the caller's instructions and transferred money from her account with a high street bank to an electronic money institution "W". From there she attempted to make payments to account details as instructed. But when the payments failed, the caller asked her to move the money to her Revolut account and download remote access software. Mrs S states the caller took control of her phone and made several transactions – including exchanging money into cryptocurrency before withdrawing it. She adds the caller told her money would be returned shortly, but this never happened.

Revolut attempted recovery once it was notified of the scam. But ultimately it was only able to recover around £16 of over £10,000 that left the account. Revolut said the transactions were completed on Mrs S's Revolut app and although it intervened several times she continued with the payments.

Mrs S referred her complaint to our service, and our investigator reached the same conclusion. They explained that Revolut had controls implemented within its app which restricted third parties from gaining control via remote access applications. The investigator noted that Revolut did take additional steps when the disputed payments were made. But despite providing warnings during the payment flow, Mrs S indicated she wanted to continue with the payments.

Mrs S disagreed with the investigator's findings and asked for an ombudsman's decision. She said the scammer took control of her phone and made the transactions, and she didn't respond to any of the enquiries Revolut said it made.

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.

I'd like to start by thanking the parties for their patience while waiting for the complaint to be reviewed by an ombudsman.

I'm sorry to hear about Mrs S's circumstances and how this incident has impacted her. Falling victim to a scam can be devastating, not just financially but also emotionally. I'd like to reassure her and Revolut that although I've only summarised the background above, so not everything that's happened or has been argued is detailed, I have read and considered the submissions in their entirety.

I can see that in response to the investigator's assessment, Mrs S also raised some concerns with the transactions they took into account and the total loss that was considered. I'd like to reassure Mrs S that I've factored in all the disputed transactions she's raised. But having carefully considered everything, I'm satisfied that the investigator has reached the correct outcome here. I'll explain why.

As Mrs S says she didn't authorise the disputed payments, the relevant law here is the Payment Service Regulations 2017 (PSRs). The starting point in law is that the payer (here Mrs S) is liable for payments that they authorised, and the payment service provider (here Revolut) is liable for unauthorised payments.

Where evidence is missing, incomplete, or contradictory, I need to determine what I think is more likely than not to have happened. I do this by weighing up the evidence provided and making a finding on the balance of probabilities.

The technical evidence Revolut has provided shows that only one device was registered to Mrs S's Revolut account, and the payments were made on that device. Mrs S has confirmed to our service that this device belongs to her. So, I'm satisfied that the payments were correctly authenticated using her security credentials.

From what Revolut has told our service, it is my understanding that specific payment screens go black for both the customer and the third party when its app detects that screen sharing software is in use. This means there's no visibility over the screens, making it incredibly unlikely for a third party to be able to complete the steps involved in giving the payment instructions and reviewing and responding to any warnings (where such intervention is triggered).

I acknowledge what Mrs S has said about granting remote access to the scammer. I don't doubt that scammer likely took control of her device at some point during the call. However, given what we know about the restrictions Revolut has in place in its app when it comes to remote access software, on balance, I think it's unlikely that screen sharing was in use at the time the payments were made – including when Revolut blocked some payments and asked further questions in the payment flow.

From the technical evidence provided, a payment purpose selection was made on six different occasions. On some of these occasions, Revolut also sent an email to Mrs S's registered email address and asked her to review the relevant payment in the app. I acknowledge it's possible that the scammer might have seen these emails. And I appreciate that Mrs S says doesn't recall doing anything on her phone at the time. But I can't see how the payment instructions themselves, and any in-app intervention, could have been completed without some form of involvement on her part.

So, based on the information available, on balance, I consider it fair and reasonable for Revolut to treat payments as having been authorised by Mrs S. What this also means is that in broad terms, the starting position at law is that Revolut is expected to process them in accordance with the PSRs and the terms and conditions of Mrs S's account.

There are circumstances when it might be appropriate for Revolut to take additional steps before processing a payment. Such as when there are grounds to suspect that the payment

presents a fraud risk. That might occur when a payment is significantly unusual or uncharacteristic compared to the normal use of the account.

As I've mentioned, some of the payments did trigger on Revolut's systems. It recognised the first transfer as possibly scam related, and after notifying Mrs S during the payment flow that the transaction could be a scam it asked her to select the payment purpose from a list of options. It then displayed a warning relevant to the option chosen. From the information I've seen, 'pay a family member or friend' was selected and Revolut provided a written warning covering the most common features of impersonation scams.

While I understand that Mrs S doesn't recall doing anything within her Revolut app, for the reasons I've given above, on balance I'm persuaded that she completed the steps involved in making the payments – including selecting the payment purpose and confirming that she wanted to proceed with the payment after being presented with a warning.

Considering the above, I don't think Revolut did anything wrong in presenting Mrs S with a warning relevant to the payment purpose selected and then, following the responses, processing the payments. I think this was proportionate in the circumstances.

I can see that Revolut did attempt recovery as soon as the scam was reported. But in the end, only £16.43 could be recovered from the beneficiary account provider. In the circumstances, I don't think Revolut could or should have done more.

In conclusion, I realise that this outcome will come as a significant disappointment to Mrs S. Despite my natural sympathy for the situation in which she finds herself, for the reasons given, it wouldn't be fair of me to hold Revolut liable for her loss.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 22 August 2025.

Gagandeep Singh
Ombudsman