

## The complaint

Miss B complains that Revolut Ltd didn't do enough to prevent her falling victim to a safe account scam.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here. In January 2024 Miss B was the victim of a safe account scam. She says she was busy preparing to travel overseas when she received a message asking for a small payment to reschedule a delivery that she'd been expecting. She was contacted on the phone by who she believed was the fraud team of another bank of hers, 'S'. They told her that her accounts with S had a virus on them and that she needed to move money to different 'safe place' accounts before it could be transferred back to a 'clean' account with S.

Miss B moved money between various accounts she controlled before making the following outgoing payments from her personal Revolut account. The payments all went to accounts held with another bank 'T'.

Date	Time	Beneficiary Account number ending	Amount
15 January 2024	6.34pm	6633	£25,000
15 January 2024	6.43pm	7231	£15,000
15 January 2024	7.10pm	9754	£20,000
15 January 2024	7.41pm	0423	£20,000

Later the same evening Miss B told Revolut the payments had been made as a result of a scam. Revolut investigated but ultimately said they wouldn't refund the payments in dispute. In a broad summary they said they'd provided sufficient warnings when processing the payments. They also said that they'd promptly contacted the recipient bank. Miss B complained and when Revolut maintained their position the matter was referred to our service. One of our Investigators looked into the complaint but didn't recommend it should be upheld. Whilst the complaint was with our service, it came to light that T had recovered and returned to Revolut £15,000 on 5 July 2024. Revolut say that this amount wasn't returned to Miss B until 6 January 2025.

To take account of the delay in crediting these funds to Miss B, Revolut say they paid 8% simple interest between 5 July 2024 and 6 January 2025. They also say they paid £100 compensation for any distress and inconvenience caused. Miss B remained unhappy with the outcome and asked for an Ombudsman to review her complaint. In June 2025, I issued a provisional decision in which I said:

*"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 reached the same overall outcome as our Investigator and for similar reasons. But as I'm providing a greater level of detail, I'm issuing this provisional decision to give both sides a further opportunity to comment before my decision is finalised. I'm aware of Miss B's linked complaints about other regulated firms involved in the circumstances of the same scam. But this decision can only refer to Revolut's actions in relation to her personal account with them.*

*Our service is intended as an informal alternative to the courts. And my role is to decide the outcome of a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. And in reaching my decision I am required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.*

*Miss B has made some detailed submissions in support of her complaint. I've read and considered all she's sent in, but I don't intend to respond in similar detail. So if I don't mention any particular point or piece of evidence, it isn't because I haven't seen or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is just a reflection of the informal nature of our service.*

*I accept that Miss B has been the victim of a cruel and callous scam. And I've no doubt as to the significant impact this must have had on her. But despite my natural sympathy, my role requires that I remain impartial. In the circumstances of this complaint there is no automatic right to a refund for Miss B from Revolut. And it would only be fair and reasonable for me to direct them to do more, if they'd failed in such a way that it can fairly be said that they've caused the loss (or a part of it). And for the reasons I'll come to, I don't think it can.*

*Miss B's complaint submission said that she didn't authorise the payments as she did not know she was talking to a fraudster. I can understand why Miss B says this. But the relevant regulations (the Payment Services Regulations 2017, PSRs), only require that payments are made with the consent of the payer and that they are correctly authenticated. And as Miss B followed Revolut's process for making payments (and she would've known they were leaving her account) they are considered authorised under the PSRs. So whilst I accept Miss B wouldn't have intended to pay a scammer, had she known that at the time, this doesn't change the fact that under the PSR's these were authorised payments.*

*However, just because the payments were authorised, this doesn't mean that is the end of the story. Revolut should still do what they can to try to prevent financial harm to their customers as a result of fraud, scams and the misappropriation of funds. Miss B's Revolut account hadn't been recently used prior to the first payment she made towards the scam. And given this was for such a significant amount, I think it was appropriate for Revolut to identify that it presented a risk.*

*Each of the four new beneficiaries hadn't been paid before by Miss B. And Revolut say that when setting up a new beneficiary Miss B would've been shown a warning which said:*

*"Do you know and trust this payee? If you're unsure, don't pay them, as we may not be able to help you get your money back. Remember, fraudsters can impersonate others and we will never ask you to make a payment."*

*Revolut intervened to varying degrees in all four payments Miss B made. They asked questions as to the purpose of the payments and also forced Miss B into a chat with one of their agents prior to allowing the payments to be processed. Examples of the types of warnings shown and answers provided by Miss B include:*

- *“Please answer truthfully. If you’re being scammed, the fraudster may ask you to hide the real reason for this payment. I may not be able to get my money back if I do not answer the following questions truthfully.” Miss B clicked to confirm she understood the above.*
- *Miss B selected that all the payments were to “Pay a family member or friend”.*
- *Be wary of urgency. Scammers will convince you the transfer is urgent and ask you to act quickly. Stop and take a moment to think.”*

*And once within the chat with a Revolut agent, the following exchanges took place:*

**Revolut:** *“Our security system has paused your transfer of £20,000...to protect you from a potential scam... could you please give us some additional details about why you are making this transaction?”*

**Miss B:** *“This transaction is in relation to a wedding.”*

**Revolut:** *“Thank you for providing this information. We just need to confirm a few things here on chat before we can proceed... Scammers may impersonate Revolut, another bank or the police and pressure you to make a payment urgently, telling you to ignore our alerts. Never ignore these alerts, even if someone tells you to. Please stop and let us know if you are concerned for your account safety. It seems like this isn’t a case where someone is instructing you what to do, which can be a red flag for scams. Could you confirm that you aren’t being guided to make this transaction in any way?”*

**Miss B:** *“Yes, I’m not being guided I’m comfortable with this payment.”*

**Revolut:** *“You mentioned this payment is intended for family or friends. The best way to confirm that there is no risk of a scam is to speak with them in person or by phone. Before proceeding, could you confirm you didn’t notice any unusual urgency around this payment that you’d like to share?”*

**Miss B:** *“No I’ve not had any urgency about this payment.”*

*Miss B’s own submissions to our service also included that throughout the scam she was under debilitating pressure, fearful of her accounts being compromised and wanting to get her money into a ‘safe place’ as soon as possible. She also describes feeling like she was metaphorically ‘held at gun point’, and in total panic which negated her capacity to act and think clearly.*

*Revolut have done largely as I’d expect here. They’ve identified that the payments presented a risk. They’ve intervened and have asked further questions to help identify the type of risk so they can provide appropriate warnings. Revolut can only act on the information that they’ve received. And they also took account of the fact that victims of scams can be coached / guided and have explicitly attempted to mitigate this by asking about whether Miss B was being guided or asked to urgently make the payments.*

*So in the circumstances of this complaint, I don’t think Revolut failed or can fairly be considered to have caused Miss B’s loss.*

*Miss B thinks that Revolut’s interventions weren’t sufficient. She’s raised a number of further points which include that she thinks Revolut:*

- *should have ‘held’ the payments for a meaningful amount of time to allow her a ‘cooling off’ period after making each payment. She says this is something that has*

- been recommended to the banking sector by the government.
- should not have relied on the answers she gave in the in-app chat due to the possibility of her being coerced. They also should have realised her answers were likely 'dictated' by another.
- should have offered her pro-active training to make her aware of scams.
- should have worked more closely with the other banks involved to have spotted the overall pattern of authorised push payment (APP) fraud.
- should have invoked the banking protocol.

Miss B has referred to comments made by the Treasury Select Committee, and a House of Commons Briefing Paper. I've considered what she's said in relation to these, but they aren't current regulation, guidance or law and can't be said to be current industry practice. So, in that context, I don't agree that the suggestions that she's highlighted (such as a mandatory delay on initial or first-time payments) is something I could fairly criticise Revolut for not having in place at the time of her payments.

I don't agree that it wasn't reasonable for Revolut to accept the answers Miss B gave at the time. Revolut gave context to the questions they were asking and shared the importance of answering truthfully. And I don't think it's reasonable to expect them to have identified the answers were being dictated by a scammer. Miss B has also mentioned that she thinks Revolut should have called her, rather than used an in-app chat. Any warnings a business gives need to be proportionate to the risk they are trying to mitigate. Ultimately every payment processed could potentially be as a result of a scam. It wouldn't be practical nor feasible for Revolut to stop and check each and every payment. Revolut did intervene, ask relevant questions and provide appropriate warnings. There was nothing in the responses Miss B had provided that ought to have given them cause for concern or that put Revolut on notice that these payments were misappropriation of funds. So I don't think it was unreasonable for them not to have called Miss B or that they should've gone beyond the level of intervention that took place.

There is a wide variety of scam prevention information available online (including on Revolut's own website). And Revolut aren't required to pro-actively provide education to Miss B in the way she seems to expect.

Revolut will also only have sight of the accounts held with them. There would have been no ability for them to have monitored accounts held with other businesses to try to identify other payments made as part of the overall scam. Nor have I seen evidence to indicate that they were put on notice by any of the other businesses involved and that they failed to act. So, this isn't a reasonable basis upon which I can require them to do more.

The Banking Protocol is a joint initiative between the police and banks. As part of this initiative staff should be trained to identify potential victims of scams and ultimately it can result in the police being called to a branch where there are concerns. This is something that is primarily aimed at in branch interactions, and Revolut, as an Electronic Money Institution, don't have branches. But I accept there is nothing to stop Revolut broadly following the same principles (and involving the police) where they hold legitimate concerns. But progressing through the banking protocol to the point of involving the police is dependent on the business involved not being satisfied or reassured at the earlier stages. And based on the information Miss B shared about her payments, the way in which she answered questions and the wider circumstances, I don't think it was unreasonable for Revolut to have been reassured by this. So, in this case, there isn't a reasonable basis upon which I think they should have done more in line with the Banking Protocol or have sought to have involved the police.

Miss B has also mentioned the Lending Standards Board's Contingent Reimbursement

*Model (CRM Code). This is a voluntary scheme through which victims of scams can sometimes receive reimbursement from the banks involved. But Revolut aren't a signatory to this voluntary code, and so it can't be used as a basis to require them to provide a refund.*

### Recovery

*The evidence I've seen from the linked complaint with our service about T (who provided all four recipient accounts) shows that (aside from the £15,000 that was later recovered) Miss B's payments were moved on from those accounts very soon after arriving. And so by the time Miss B had informed Revolut of the problem there was nothing more that could've been returned. So I don't think anything Revolut did or didn't do impacted on the amount that was recoverable.*

*As I've mentioned above Revolut say they received the £15,000 back from T on 5 July 2024 but it wasn't returned to her until 6 January 2025. Miss B has told our service that she also received a payment of £591.83 from Revolut. This would correspond with 8% simple interest between the dates Revolut said they would pay (less the basic rate of tax which is commonly deducted from interest awards), plus the £100 compensation. There isn't a reasonable basis upon which I could require Revolut to make a further payment to Miss B regarding their delay in returning those funds. I say this because the funds that were recovered, came from payments that originated with Miss B's limited company. So any loss of use of those funds is her company's, rather than hers as an individual. And in this complaint I could only make an award to Miss B in a personal capacity, as she is the complainant, not her company.*

*I'm sorry to hear Miss B has been the victim of a cruel scam, but for the reasons I've set out, I don't think this is something Revolut are responsible for and so I can't fairly require them to do more to resolve this complaint."*

Revolut didn't respond to my provisional decision. Miss B provided a response which I'll address below.

### **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.

Miss B's response to my provisional decision said that I agreed Revolut should've done more. But that I didn't think Revolut could have prevented the fraud even if they'd performed 'basic obligations in customer protection'. This isn't entirely accurate. My provisional decision is as quoted above. And my key finding was that they'd done 'largely as I'd expect'. Although I did mention in one of Miss B's linked complaints that I wasn't persuaded any reasonable level of intervention would've made a difference, which amounts to the same finding overall. Essentially, I don't think Revolut needed to do more than they did. But for the same reasons already shared with Miss B on her linked complaints about S, I'm not persuaded that even if they had gone further (such as calling her – something I don't think it was unreasonable for them not to do) that this would've impacted the position she finds herself in.

That being said, it isn't in dispute that Revolut identified the risk associated with the payments Miss B made. But Miss B believes that to have had any chance of preventing the fraud, that Revolut should've removed her from the influence of the scammer. And she thinks this should have been through either human interaction (and she doesn't consider an in-app chat to be 'human interaction'), or by delaying the payments. Miss B also says that the purpose of Revolut asking her questions in the app was because they were concerned

she might be under the influence of a scammer. So, she says it's illogical for them to believe anything stated on the chat, because it would likely be influenced by the scammer. She also pointed out the difference between reading and understanding various messages that she might've been shown. Highlighting that when under stress and pressure, things can easily be missed. She believes it was negligent for Revolut not to have called her.

I've considered all that Miss B has said. And as I've covered above, ultimately any payment instructed from an account could be as a result of a fraud or scam. It wouldn't be practical to expect Revolut to stop and check each and every payment they process. And (even where a scam risk is identified) there needs to be some balance and proportionality as to what can reasonably be expected. Sometimes this might be a message or in app notification to confirm that a customer has given the payment instruction. And other times, it might be more involved with questions being asked and warnings given.

I don't agree that it was inappropriate for Revolut to rely on what Miss B told them about the payments she was making or that it was illogical for them to accept what they were told. As I've covered above, they specifically highlighted the importance of answering truthfully to the questions being asked. I also don't agree that a live chat with an agent shouldn't be considered 'human intervention'. There was still a conversation taking place between Miss B and Revolut's agent, just in the typed / text form rather than verbally. I understand the point Miss B makes about people under pressure not always taking in messages or warnings. But this is in part why I think the in-app chat was appropriate here. It required Miss B to read and respond in a free text format. And wasn't just messages or warnings that could quickly be clicked through. So again, I don't think Revolut acted unfairly on this point.

I also accept Miss B's point, that on occasions, a verbal conversation can be more impactful in disrupting a scam, especially when compared to more automated warnings / responses. But it doesn't follow that Revolut acted unfairly by not calling Miss B. For the reasons I've set out above, I still don't think it was unreasonable for Revolut not to call Miss B in the circumstances of this complaint.

Miss B has also suggested that at the time of her payments, Revolut (under the PSRs) could have delayed them until the close of the following business day. She says due to how she answered the questions from Revolut, that they would've thought her payment wasn't urgent and was in relation to a wedding. So, there wouldn't have been any detriment to her in it being delayed (if it had been genuine). Revolut are still required to promptly process payments, and any delays they might cause through making additional checks, still need to be proportionate and appropriate. As I've covered, Revolut took appropriate steps and provided appropriate warnings and I wouldn't have expected them to have delayed payments beyond this, given it was reasonable for them to have accepted what Miss B had told them in mitigation of the risk they'd identified. I don't think it's reasonable to expect Revolut to introduce further delays once their additional checks have been completed to their satisfaction, 'just in case'.

Miss B also asked some additional questions. She would like me to justify why what Revolut did was enough with regard to the standard questions and web-chat. To justify their inaction in not delaying the payments, and to explain why a delay wouldn't have stopped the fraud and to justify why I believe that nothing they did or didn't do would've impacted the recoverable amount.

It isn't for me to justify the actions of either party. The crux of Miss B's complaint is that she was scammed and is at a loss as a result, and that she'd like Revolut to reimburse her for her losses. Inevitably in any dispute resolution, one party is likely to be disappointed. But I'm not acting for or on behalf of Revolut. I'm simply explaining that, in the circumstances of this complaint, I don't think they've acted unfairly or that they need to do more to put things right.

I can understand why this might feel to Miss B that I'm not on her side. But I'm not on the side of either party, it's just in this case that I don't think Revolut can be said to be responsible for her loss, so I can't fairly require them to do more.

With regard to the recovery efforts made by Revolut, as I've covered above, aside from the £15,000 that was returned (which was the full amount paid into that particular account), her other payments were all moved on from the accounts with T before Revolut were on notice of a problem. So, by that point in time, nothing they did or didn't do in relation to informing T, would've impacted whether there were funds remaining in those other accounts to be returned.

As I've said above, I'm sorry to hear Miss B lost money to a cruel scam. But as I don't think this is something Revolut are responsible for, I'm not going to require them to do more to resolve this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 29 July 2025.

Richard Annandale  
**Ombudsman**