

The complaint

Mrs G complains that Revolut Ltd won't refund payments made from her account due to a scam.

What happened

Mrs G has an account with Revolut.

Mrs G was the victim of scam. She was contacted by an individual who pretended to be a Revolut employee. They advised her account, and money she held with other financial institutions, was at risk and she needed to transfer her funds for safety. Mrs G transferred money into her Revolut account and then via a card payment, approved using additional verification known as 3D secure, sent money to a cryptocurrency platform I'll call T.

Mrs G was expecting to receive new account details for her funds. On not receiving them she unfortunately realised she'd been scammed and complained to Revolut.

Revolut looked into Mrs G's complaint but didn't uphold it – they advised Mrs G that she'd authorised the payment, meaning they had no chargeback rights, and her funds weren't recoverable.

Mrs G didn't accept Revolut's response so complained to our service.

One of our Investigators looked into Mrs G's complaint, but they didn't think Revolut acted unfairly.

In summary they thought the card payment wasn't large enough for Revolut to identify it as suspicious and due to the previous lack of account activity couldn't be described as unusual.

Mrs G didn't agree, advising that it was the first time she'd been scammed and she felt Revolut should return funds in this situation.

As both parties haven't reached an agreement it's been passed to me to decide.

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 broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

But, taking into account the relevant rules and guidance and what I consider to have been good industry practice at the time, I think Revolut ought, fairly and reasonably, to have been on the lookout for unusual and out of character transactions that might indicate Mrs G was at risk of financial harm from fraud.

Where a firm like Revolut does have grounds to be concerned about a payment, I think it should reasonably take steps to warn its customer about the risk of continuing with the transaction. Whether a warning should be provided, and if so the nature and extent of that warning, should be proportionate to the risk the payment presents and strike a balance between trying to protect customers and not unduly inconveniencing them. I must also consider that applying significant friction to all payments would be very onerous and would likely be impractical for Revolut.

I've considered whether I'd expect Revolut to have been concerned about the payments Mrs G received and made from her account. I realise this will disappoint Mrs G, but I'm afraid I can't say they should have. I'll explain why below.

I've reviewed Mrs G's recent account activity, and in the 12 months leading up to the disputed transactions her account had very limited activity with small payments made to mainly one retailer. Based on the limited account activity Revolut had to assess it's difficult for me to conclude that the fraudulent payment should have been identified as unusual. However, this doesn't mean that Revolut couldn't have identified payments she made as suspicious. I understand that the card payment of £3,290 made by Mrs G was a significant amount to her, however the payment was authenticated via Mrs G's long card number and 3D secure – meaning a push notification was sent to Mrs G to approve in her app. I'm afraid I can't conclude that a single payment of this size, authenticated via 3D secure should have been suspicious enough for Revolut to intervene.

I appreciate Mrs G believes Revolut should have submitted a chargeback because she didn't receive any goods or services from the payment. But Revolut advised under the relevant scheme they didn't have the rights to do so because Mrs G authorised the payment. I'm afraid even if Revolut did submit a chargeback, I can't say it would have had a reasonable chance of success – that's because T likely did carry out the service it was expected to, namely acting as platform to receive funds and convert them to cryptocurrency.

Overall, while I understand this will be very disappointing for Mrs G, I'm afraid I won't be asking Revolut to do anything further here. I acknowledge that Mrs G has been the victim of a cruel scam but being the victim of a scam doesn't automatically mean that Revolut are obligated to refund her. My role is to make an impartial judgement on a fair and reasonable basis about whether Revolut have done what they are expected to do. And if they haven't, would Revolut taking the correct action have prevented the scam or successfully recovered Mrs G's funds. There is a third party involved – the scammers – who tricked Mrs G and caused the loss she suffered. As I've determined in this case Revolut isn't at fault and couldn't reasonably have prevented Mrs G's loss it wouldn't be fair or reasonable for me to ask Revolut to provide a refund for actions carried out by the scammers.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 16 January 2026.

Jeff Burch
Ombudsman