

## **The complaint**

Ms K has complained about Revolut Ltd not refunding an authorised push payment she says she made and lost to a scam.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Ms K fell victim to a scam after being tricked into making a payment. She says she was waiting for payment into her account after selling children's books, but instead made a payment of £777 via the link supplied to her by the scammer. However, after realising money had left her account and no funds had been received she contacted Revolut to get her money back. She believes Revolut should have intervened, made it clearer she was making a payment and under the Contingent Reimbursement Model Code she should be given a refund by Revolut.

Revolut did not refund Ms K her lost funds as she authorised the payment, completing 3DS security authorisation after logging into her Revolut account to approve the transaction. It says Ms K would have been shown the amount she was paying and the cryptocurrency website name. It also considered whether a chargeback would be successful, but did not think it would be covered by the scheme rules.

Our Investigator didn't uphold the complaint as, although they agreed Ms K had lost her money because of fraud, the payment was not of an amount that ought to have caused Revolut any concern. So, they wouldn't have expected Revolut to have intervened before allowing the payment to be made. Our Investigator also considered Revolut's chargeback finding of no prospects of success to be reasonable. Ms K disagreed and requested a final decision.

As our Investigator couldn't resolve the matter informally the case 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.

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 Ms K has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean she is automatically entitled to recompense by Revolut. It would only be fair for me to

tell Revolut to reimburse Ms K for her loss (or a proportion of it) if: I thought Revolut reasonably ought to have prevented the payment Ms K made, or Revolut hindered the recovery of it – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Revolut treated Ms K fairly and reasonably in its dealings with her, when she made the payment and when she reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Ms K's complaint. I know this will come as a disappointment to her and so I will explain below why I've reached the decision I have.

I have kept in mind that Ms K made the payment herself and the starting position is that Revolut should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance. I appreciate that Ms K did not intend for her money to ultimately go to a scammer – but she did authorise the payment 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.

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 payment 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.

So, I've thought about whether the payment should have highlighted to Revolut that Ms K might be at a heightened risk of financial harm due to fraud or a scam.

Revolut should have identified when Ms K's payment was going to a cryptocurrency exchange as the merchant is well-known. However, that doesn't mean it should automatically be treated as suspicious; particularly when there are not sufficient other concerning factors about the payment. Many banks have made the commercial decision to prevent their customers from using their service to send money to cryptocurrency exchanges. Albeit investing in cryptocurrency is a highly risky endeavour, it is ultimately a legitimate one and so certain banks and Electronic Money Institutions (EMI) do permit payments to cryptocurrency exchanges – Revolut is one such entity which allows them.

Having considered Ms K's payment I agree with our Investigator's findings. I'm not persuaded that Revolut should have been concerned with it as it would not have appeared to be suspicious or unusual. I say this because the payment was not of such a value that I would have expected Revolut to have intervened. I appreciate this was a payment which Ms

K says emptied her account, not leaving her with enough money after just being paid. However, a singular payment of a higher value does not necessarily mean someone is at risk of a scam. One payment in isolation, even to a cryptocurrency exchange after being paid, would not have the sufficient common characteristics to suggest Ms K may be falling victim to a scam. On face value, it would have appeared to be an authorised payment to a legitimate cryptocurrency exchange - Revolut would not have known otherwise.

I think it's important to highlight that there are many payments made by customers each day. It's not reasonable to expect Revolut to stop and check every payment instruction to try to prevent fraud or financial harm. There's a balance to be struck between the extent it intervenes in payments to protect customers and not unnecessarily disrupting legitimate payment instructions. So, regardless as to whether Ms K feels it wasn't clear enough that she was making a payment, I do not think Revolut acted unreasonably by not refunding her.

This does not mean I doubt Ms K's version of events that she was tricked into authorising the payment as part of a scam. However, as I've highlighted above, just because she has lost money due to such a cruel scam does not mean Revolut automatically becomes liable. I do not doubt the impact this scam will have had on Ms K and I am very sorry to disappoint her. However, I don't think Revolut should have prevented her making the payment and I do not think it acted unreasonably. So, it wouldn't be fair for me to ask them to refund the payment she made.

#### The Contingent Reimbursement Model Code

This does not apply in this instance as Revolut is not a signatory of the Code. I cannot fairly and reasonably say that Revolut should have to refund payments under the Code when it doesn't apply here.

#### Recovery

The only method of recovery Revolut has for payments made by card is to request a chargeback. Following Ms K making Revolut aware of what had taken place I've noted it considered the chargeback option, which was correct of it. However, I too agree that under the scheme rules there was not a reasonable prospect of success. The authorised transaction did reach the account, regardless of the fact she was tricked into the payment, and it's most likely the service offered by the cryptocurrency exchange was given.

Therefore, Revolut could not have done anything further after Ms K alerted it and so I won't be asking it to do anything further.

#### **My final decision**

My final decision is I do not uphold this complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 28 January 2026.

Lawrence Keath  
**Ombudsman**