

The complaint

Ms P is being represented by a claims manager. She's complaining about Revolut Ltd because it declined to refund money she lost as a result of fraud.

What happened

Sadly, Ms P fell victim to a safe account scam. She was contacted by a scammer claiming to be from her bank who said her account had been compromised and persuaded her to move money to Revolut and then transfer it to another account they said was safe.

Ms P opened her Revolut account in 2023 and she used it to make card payments of £6,640.63 and £867.84 on 27 February 2024 that were lost to the scam.

Our investigator didn't recommend the complaint be upheld. She noted Revolut provided warnings that were relevant to the type of scam that was unfolding and felt it reacted appropriately to the risks the payments presented.

Ms P didn't accept the investigator's assessment. Her representative has argued that we haven't taken account of the Financial Conduct Authority's (FCA's) Consumer Duty and the requirement for firms to avoid causing foreseeable harm, including in relation to fraud and scams. It's also argued the automated warnings shown weren't an adequate response to the situation. It feels Revolut should have called Mrs P and this would have uncovered the scam.

The complaint has now been referred to me for review.

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.

Having done so, I've reached the same overall conclusions as the investigator. I haven't necessarily commented on every single point raised but concentrated instead on the issues I believe are central to the outcome of the complaint. This is consistent with our established role as an informal alternative to the courts. In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

There's no dispute that Ms P authorised the payments. In broad terms, the starting position at law is that an Electronic Money Institution (EMI) such as Revolut is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, '*authorised*' essentially means the customer gave the business an instruction to make a payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went.

There are, however, some situations where we believe a business, taking into account relevant rules, codes and best practice standards, shouldn't have taken its customer's

authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Revolut also has a duty to exercise reasonable skill and care, pay due regard to the interests of its customers and to follow good industry practice to keep customers' accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Revolut acted fairly and reasonably in its dealings with Ms P.

The payments

One of the key features of a Revolut account is that it facilitates payments that sometimes involve large amounts and I must take into account that many similar payment instructions it receives will be entirely legitimate.

Prior to the first payment to the scam, Ms P had tried to transfer around £4,000 using a third-party payment processor that specialises in international money transfers. This payment was cancelled and Revolut says it took her through an automated intervention process. This asked whether she was being guided to make the payment, warning that only scammers would tell her to ignore its warnings, to which she answered 'no'. She was also asked to confirm the purpose of the payment and rather than answering that she was making payment to another account, she said it was for '*something else*'.

Revolut Ms P was then shown a series of warning screens that repeated she shouldn't ignore warnings and specifically said to be wary of unexpected calls as scammers can make calls seem legitimate, and also that financial institutions don't ask customers to move money to safe accounts.

In view of the risks the payment presented by the payment, and based on the answers provided by Ms P, I'm satisfied this was a proportionate response to those risks. Revolut identified the type of scam that could be taking place and provided clear warnings relevant to that scenario. There is an argument that Revolut could have taken her through a similar warning process when she tried to make the payment of £6,640.63 later in the day, but I think it was reasonably entitled to take some comfort from the fact it had already provided tailored warnings and it's not clear that Ms P would have responded any differently if it had done.

I understand Ms P's representative believes Revolut should have called her to discuss this payment but I'm not persuaded a human intervention of the type described was required in this case.

I've also noted the comments of Ms P's representatives about the Consumer Duty and I've taken account of Revolut's obligations following its introduction, but I don't believe this changes the outcome here. While Revolut was expected to avoid causing her foreseeable harm, I'm not persuaded its actions (or failure to act) were the cause of the harm she suffered, nor do I think that harm was reasonably foreseeable given the information that was available to it at the time.

I want to be clear that it's not my intention to suggest Ms P is to blame for what happened in any way. She fell victim to a sophisticated scam that was carefully designed to deceive and manipulate its victims. I can understand why she acted in the way she did. But my role is to consider the actions of Revolut and, having done so, I'm not persuaded these were the cause of her losses.

Recovery of funds

I've also looked at whether Revolut could or should have done more to try and recover Ms P's losses once it was aware that the payments were the result of fraud.

It's a common feature of this type of scam that the fraudster will move money very quickly to other accounts once received to frustrate any attempted recovery and I don't think anything that Revolut could have done differently would likely have led to these payments being recovered successfully.

As the payments outlined above were card payments, I've considered whether Revolut should have tried to recover the money through the chargeback scheme. But I'd only expect Revolut to have raised a chargeback claim if it was likely to be successful and it doesn't appear that would have been the case here under the relevant scheme rules.

In conclusion

I recognise Ms P has been the victim of a cruel scam and I'm sorry she lost this money. I realise the outcome of this complaint will come as a great disappointment but, for the reasons I've explained, I think Revolut acted fairly and reasonably in its dealings with her and I won't be telling it to make any refund.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 26 August 2025.

James Biles
Ombudsman