

The complaint

Mr M complains that Revolut Ltd won't refund payments made as part of a scam.

What happened

On 25 July 2024, several payments were made from Mr M's e-money account with Revolut. He received a call from someone purporting to be from his bank, I'll refer to it as "N", who he also holds an account with. Mr M says a few days prior, he'd received a missed delivery email notification (he had been expecting a delivery), and he provided details of his card with N to pay a redelivery fee. When he received a call supposedly from N, he panicked and followed the caller's instructions believing they were assisting him in securing his funds. Mr M says the caller asked him to grant remote access so they could move funds into his Revolut account. He realised he'd been scammed when he subsequently noticed that payments had been made from his Revolut account.

Revolut didn't refund the disputed payments. It said the payments were made using Apple Pay which he'd set up, so they were authorised. The complaint was referred to our service and one of our investigators looked into things. They concluded that it was fair for Revolut to treat the disputed payments as authorised given they were made using an Apple Pay token which was set up on the day Mr M opened his Revolut account, and this was a couple of months before the payments were made. The investigator accepted that remote sharing may have been in use on the day of the payments. But they explained that the manufacturer of Mr M's device didn't allow a third party to take control of the device. The investigator also noted that some of the payments flagged as suspicious and Revolut initially declined them to make enquiries. The payments were allowed to go through after Mr M confirmed they were genuine, and he wasn't being guided by anyone.

Mr M has asked for an ombudsman's decision on the matter. In summary, he says there's clear evidence that he was manipulated and defrauded by a third party and was coerced into completing the transactions under duress. Mr M says he shouldn't be held liable under these circumstances. He also says Revolut's intervention wasn't meaningful, and it failed to contact the merchants the payments went to even though they were ready to assist.

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 sorry to hear of the circumstances that have led to this complaint. I'd also like to thank Mr M for his patience while the complaint has been awaiting an ombudsman's review. I want to reassure him and Revolut that although I've only summarised the background, so not everything that happened is detailed, I've read and considered the submissions made by both parties in their entirety.

Having done so, while I recognise how disappointing this will be, I'm not upholding this complaint. I'll explain why.

Has Revolut acted fairly in treating the disputed payments as authorised?

The relevant law here is the Payment Services Regulations 2017 (PSRs). The starting point is that Mr M is responsible for a payment he authorised, and Revolut would generally be liable for an unauthorised payment.

Where evidence is incomplete or contradictory, I need to make a finding on the balance of probabilities and conclude what I think is more likely than not to have happened in light of the available evidence.

Revolut has shown that the disputed payments were made using an Apple Pay token. The technical evidence also shows that this token was set up on the day Mr M's account was opened, which was just over two months prior to the disputed payments. As such, I'm satisfied that a new payment instrument wasn't set up on the day of the payments.

The technical evidence also shows that on the day of the payments there was only one device linked to Mr M's account – his device. And the 'log in' activity shows that this device was accessed on the day in question, including interacting with the payment review screens when some of the attempted payments were declined due to being flagged as suspicious.

I've done my own research into the remote access software Mr M says was used, and the suppliers have confirmed that the software is limited in terms of its functionality on devices using the operating system installed on Mr M's phone – meaning while it would have allowed a third party to see the information displayed on Mr M's screen, it wouldn't have allowed them to take control of his device. In addition to this, Revolut has told this service that when its app is being used, certain screens – including ones relating to payments – go blank if it detects remote access software is in use. What this means is that it's unlikely that remote access software was being used at the time the Revolut app was being accessed on Mr M's phone on the day of the payments.

I've also kept in mind that Mr M initially said he didn't make the payments; it was the third party who did it after he granted remote access. But in response to the investigator's assessment, Mr M accepted making the transactions but said he did so under duress from the third party. Given this and what I've noted above, on balance, I don't think the disputed payments could have been made without Mr M's knowledge. I'm satisfied that Mr M engaged with the payment review screens when some of the payments were blocked and required further attention. This includes confirming the payment was recognised, selecting its purpose from a list of options, and confirming no third-party involvement. As such, I think it's fair for Revolut to treat the payments as authorised.

Is there any other reason it would be fair for Revolut to reimburse Mr M?

I acknowledge what Mr M has said about following the caller's instructions under duress. But under the PSRs, the concept of giving consent is a formal one. Being tricked or coerced doesn't invalidate consent. There's no concept of 'informed' consent (something often seen in healthcare) or consenting without coercion. So, while I accept the difficult situation Mr M says he was in, I can't fairly direct Revolut to depart from the regulations and refund him on the basis that he was coerced.

Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, Revolut ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances. And it did. But as I've mentioned, the response it received from Mr M was that he recognised the payments in question. Revolut also received assurances from Mr M that he wasn't being guided on how to answer the questions and there was no third-party

involvement. Revolut couldn't reasonably have known that the responses it received weren't accurate.

Even if I were to conclude that there should have been further interventions, the difficulty I have with this case is that Mr M has told us he was following the caller's instructions. He's also told us he felt he was being coerced. I think it's most likely that Mr M would have continued following the caller's instructions had Revolut intervened again and made additional enquiries. As such, I'm not persuaded that it could have done more to prevent the payments from being made.

Once the payments were authorised and processed, Revolut couldn't have stopped them. I've considered whether it acted reasonably in attempting to recover Mr M's funds once it was made aware of what had happened. These payments were made using a tokenised (or digital) card. As such the recovery avenue would have been limited to raising a chargeback. I've considered whether Revolut should have raised a chargeback, and whether it would likely have been successful. The payments couldn't be disputed on grounds of being fraudulent given how they were made. A dispute on the basis of 'goods or services not received' is unlikely to have been successful, given the payments were made to load money on to a gift card or an investment platform. We know from the information Mr M has provided from the merchants that the deposits were successful. As such the service requested, loading funds, was provided by each merchant. I acknowledge what Mr M has said about the merchants' willingness to cooperate with any investigation. But I don't think this means that the chargeback would have been successful.

I recognise that this will be significantly disappointing news for Mr M, not least because of how long this complaint has been ongoing. But overall, I'm satisfied that it's fair for Revolut to have deemed the payments as being authorised and I'm not persuaded it could have prevented or recovered his loss. So, I'm not upholding his complaint against Revolut.

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 Mr M to accept or reject my decision before 15 October 2025.

Gagandeep Singh
Ombudsman