

## **The complaint**

Miss M complains about Revolut Ltd's actions in relation to a scam she fell victim to.

## **What happened**

Miss M paid an online seller £90 for a football ticket, including an alleged fee to change the name on the ticket. However, the seller then made excuses about why the ticket delivery was delayed. Miss M ultimately concluded she had been scammed, and reported this to Revolut – as the payment service provider (PSP) whose account she had used to make the payments.

Revolut initially didn't agree to refund Miss M, citing a £100 excess it can apply, subject to certain conditions, to scam claims that fall under the Faster Payments Scheme (FPS) reimbursement rules. Miss M complained; she disputed that the excess could be applied to claims under its threshold. She asked for an explanation and review of how the rules had been applied as well as compensation for her distress and inconvenience. Revolut initially maintained its position, but then agreed to refund her £90 as a "goodwill gesture".

Unhappy with Revolut's response, Miss M referred the matter to our service. She said she didn't accept the £90 payment from Revolut as reimbursement, having been given no formal confirmation of its terms or an opportunity to accept or reject it, and says she remains out of pocket. She also says Revolut incorrectly applied the excess rule; didn't consider her vulnerability or distress; and failed to issue her with a complaint reference.

Our investigator was satisfied the £90 payment Revolut gave Miss M was a fair way to settle this complaint. They thought it was reasonable for Revolut to apply an excess initially. And they weren't persuaded any service failings in relation to the claim warranted additional compensation.

Miss M has appealed the investigator's outcome, so her complaint has been passed to me to review. She says Revolut improperly applied the excess; misrepresented the payment of £90; mishandled her complaint; failed to consider her vulnerability; and didn't take accountability or provide a meaningful resolution.

## **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 M has provided detailed submissions about her complaint. While I've only summarised them above, I've considered them in full – but I won't be responding in the same level of detail. This isn't intended as a discourtesy but reflects the informal nature of our service. If I don't reference a particular point, it's not because I haven't considered it, but because I've focussed on the key factors relevant to the decision I've reached.

Overall, for the following reasons, I'm not persuaded it would be fair to direct Revolut to reimburse or compensate Miss M further to resolve this complaint.

My role here is to consider whether Miss M lost out due to failings by Revolut – and, if so, whether Revolut needs to take action to rectify this impact. That includes considering any action it has already taken in relation to this complaint. I therefore do consider it relevant that, while Miss M says she doesn't accept the £90 payment as reimbursement for her loss to the scam, Revolut has in effect paid her an amount matching her loss.

That said, I do appreciate Miss M's point about how this payment was presented by Revolut. It also initially declined her claim under the FPS reimbursement rules – which it's accepted applies to the payments she made. So, I've considered whether Revolut fairly considered her claim under these rules in the first instance.

While the starting position under the Payment Services Regulations 2017 is that Miss M is considered liable for these payments due to making them, there are further considerations for payments covered by the FPS reimbursement rules. These rules generally require PSPs to refund consumers who fall victim to APP scams in most instances.

However, there is a limit to what PSPs are expected to refund under the rules. One such limit is that they can apply an excess of £100 per FPS APP claim. Revolut's website explains the level of the excess it applies is £100. As Miss M's loss was less than the excess, Revolut said it wasn't liable to refund her.

Miss M argues this was an incorrect application of the excess. But I'm persuaded that, subject to a condition for applying the excess which I'll address below, Revolut was correct in its interpretation that it could apply the excess to Miss M's claim.

The rules explain how much should be repaid in circumstances where a claim satisfies the criteria for reimbursement:

*“The value of the Reimbursable Amount to be credited to the Victim shall be the full value of all Reimbursable FPS APP scam payments, up to the maximum level of reimbursement and less any claim excess imposed.”*

I'm satisfied the rules make it clear the excess applies where the terms for reimbursement have been met. In Miss M's case, the full value of the reimbursable scam payments came to £90 and the excess imposed was £100. As the excess amount is higher, and can be deducted from the reimbursable payments, the Reimbursable Amount comes to £0.

I'm therefore persuaded Revolut's initial interpretation that the excess could be applied based on the loss amount was fair. However, there is a further consideration; the rules explain the excess can't be applied if the consumer was vulnerable at the time of making at least one payment falling within the claim – and their vulnerability had a material impact on their ability to protect themselves from the scam.

I've thought carefully about whether Miss M should be deemed a Vulnerable Consumer under the definition set by the rules; *“...someone who, due to their personal circumstances, is especially susceptible to harm – particularly when a firm is not acting with appropriate levels of care.”*

I'm aware that Miss M has disclosed some difficult personal circumstances affecting her at the time of the scam. However, I agree with the investigator that her circumstances didn't significantly hamper her ability to protect herself from the scam she fell victim to. For example, she was able to complete some checks on the seller – it's just that, unfortunately, these didn't make it clear they were a scammer. In the circumstances, I don't think Miss M was especially susceptible to harm at the time of making the payments – meaning the excess can be applied to her claim.

I appreciate Miss M feels Revolut failed to consider her circumstances. But as explained above, even when a failing has been made, I must consider the impact this had. Even if Revolut failed to consider her circumstances fully, given what I've found above, I don't think this materially affected its initial decision to decline her claim.

I've thought more widely about the service Revolut provided when Miss M reported the scam. I don't think the point she has raised about not being provided with a complaint reference (albeit it looks like there is a reference on the final response) had a significant impact on her warranting compensation.

I understand why Miss M feels Revolut's overall communication in relation to the scam, such as its lack of explanation about the £90 it paid her, could have been better. However, while she thinks it failed to take accountability due to framing the payment as a gesture of goodwill, it didn't impose any restrictions for making this payment – so she wasn't prevented from pursuing the matter further. I've also found Revolut acted reasonably efficiently in providing an answer Miss M's scam claim and complaint.

Overall, bearing in mind that Revolut has paid Miss M £90 in relation to this complaint despite having come to a fair outcome to initially decline her claim, I'm not persuaded the impact of any service failings warrants any further compensation.

I've considered if there are any other reasons why Revolut should take any further action (such as paying Miss M any further compensation or reimbursement) to resolve this complaint. I don't think it had cause to suspect the payments were linked to fraud at the time they were made; they didn't look particularly unusual compared to Miss M's usual spending, or otherwise indicative of fraud. I therefore consider it reasonable that Revolut processed the payments in line with Miss M's authorised instructions without completing further checks. I've also seen evidence the funds were promptly moved on from the account paid, meaning Revolut couldn't have recovered the funds when the scam was reported.

I know Miss M feels strongly about this matter. She has explained how her personal circumstances have been affected in the aftermath of this scam. While I appreciate it will have been difficult to have pursued this matter, it is ultimately the cruel actions of the scammer, rather than any failings by Revolut, that is the main cause of this. In the circumstances, I'm not persuaded it would be fair to require Revolut to do more to resolve her complaint.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 23 October 2025.

Rachel Loughlin  
**Ombudsman**