

## **The complaint**

Mr T complains that Revolut Ltd won't refund money he lost when he was the victim of a scam.

Mr T is personally represented, however, for ease I have only referred to Mr T in this decision.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat everything here. In summary, Mr T explained that he was attempting to sell some music equipment in February 2025 using a site I will refer to as "X". He advised that he received a message from a buyer and a message from someone pretending to be from X, (who I will refer to as the scammer). The scammer advised that X's payments system had changed and sellers had to be verified again to allow payments to be made directly to them. The scammer advised Mr T to open an account with Revolut and add funds to it which would help verify the account. The scammer then tricked him into sending a payment for £592.18 from his Revolut account. The scammer attempted to take another payment, but this was stopped. It was at this point Mr T realised he had been scammed.

Mr T raised a complaint with Revolut. Revolut didn't think it had done anything wrong by allowing the payment to go through. So, Mr T brought his complaint to our service.

Our Investigator looked into the complaint but didn't uphold it. Our Investigator didn't think the payment Mr T made was unusual and so they didn't feel Revolut should have identified a scam risk. Mr T didn't agree. He said, in summary, that Revolut should have carried out checks on the payment. He highlighted that new account holders were not given the same protection as accounts which had been open for longer. Mr T also highlighted a number of principles that should have applied when deciding his complaint.

Mr T's complaint has now been passed to me for review and a 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 sorry to disappoint Mr T, but I'm not upholding his complaint - for broadly the same reasons as the Investigator.

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 focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. I'm satisfied that 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've thought about the Contingent Reimbursement Model Code (CRM Code) which can offer a potential means of obtaining a refund following scams like this one. But as Revolut isn't a signatory of the CRM Code, these payments aren't covered under it. A mandatory reimbursement scheme was also introduced more recently by the Payment Systems Regulator which came into force in October 2024 however this scheme does apply to debit card transactions. I've therefore considered whether Revolut should reimburse Mr T under any of its other obligations.

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 relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable in February 2025 that Revolut should:

- have been monitoring accounts and any payments made or received to counter various risks, including 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 firms are generally more familiar with than the average customer;
- 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;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment;
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers) and the different risks these can present to consumers, when deciding whether to intervene.

Mr T had opened his account shortly before the scam so there was no transaction history to compare the payment to. However, it's not unusual to open an account and use it immediately. It's also not unusual for funds to be deposited into a new account before being sent out, so I don't think this would have put Revolut on notice that Mr T was falling victim to a scam.

I appreciate that the payment lost to the scam may have represented a lot of money to Mr T, but it simply was not of a value where I'd usually expect Revolut to be concerned that Mr T was at a heightened risk of financial harm. The payment was made using a legitimate money transfer service provider and there wasn't a pattern of activity that could typically indicate a scam was taking place. So, it would have been difficult for Revolut to identify that a scam was unfolding.

Mr T has raised concerns that his funds weren't protected and that customer accounts may be treated differently depending on the length of time the account had been held. It's important to note that there is a difficult balance to be struck between firms identifying

payments that could potentially be fraudulent and minimising disruption of legitimate payments. It would be impossible to prevent all fraud without a significant number of genuine payments being delayed considerably and inconveniently. So, I can't conclude that Revolut has acted unfairly by not attempting to stop Mr T's payment based on what it knew about the payment at the time.

After taking all the circumstances into account here, I don't think it was unreasonable for Revolut not to view the payment as suspicious, such that it should have carried out any additional checks or given an additional warning before processing the payment. So, I've not found that Revolut ought to have done any more to prevent the scam payment Mr T made.

I've also considered the comments Mr T has made regarding Revolut's obligations following the introduction of the Consumer Duty. However, given the information that was available to Revolut at the time Mr T made his transaction, I don't think the loss was foreseeable in these circumstances for the reasons I've explained above.

Mr T wasn't happy with the way Revolut dealt with the scam. I appreciate that dealing with a chat service rather than speaking to someone can at times be frustrating, especially after he'd been scammed, but having read through the messages with Revolut I don't think there is anything further I would be asking it to do in the circumstances. I also don't think there were any unreasonable delays which impacted the outcome of the complaint.

There are industry standards around attempting recovery of funds where a scam is reported. So, I've also thought about whether Revolut could have done more to recover the funds after Mr T reported the fraud.

It's possible to dispute a debit card payment through a process called chargeback, which can sometimes be attempted if something has gone wrong with a debit card purchase, subject to the relevant card scheme's rules. Revolut didn't think a chargeback would have been successful in the circumstances, which I agree with. This is because the money transfer company provided the service by successfully transferring the funds in line with his instructions. The funds were moved on to the scammers from there, so they wouldn't have been recoverable. So, I don't think there was anything further Revolut could have done to recover them.

I'm sorry to hear Mr T suffered a financial loss as a result of what happened. But it would only be fair for me to direct Revolut to refund his loss if I thought it was responsible – and I'm not persuaded that this was the case. For the above reasons, I think Revolut has acted fairly and so I'm not going to tell it to do anything further.

### **My final decision**

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 February 2026.

Aleya Khanom  
**Ombudsman**