

## The complaint

Miss P complains that Revolut Ltd ('Revolut') won't refund the money she lost to an impersonation scam and about the service she received when the matter was reported.

## What happened

The background is known to both parties, so I won't repeat all the details.

In summary, Miss P says that, in January 2025, she received a call from someone (she later discovered was a scammer) claiming to be from HMRC. The call came from a number that's apparently connected to a genuine HMRC department – a scam tactic known as 'spoofing'.

The scammer told Miss P that her name had been flagged for suspicious activity and that she needed to clear an urgent tax liability. Believing the call was legitimate — and noting the scammer knew personal information about her — Miss P was persuaded to make a transfer to settle the 'debt'. Miss P says the scammer subsequently made further payments without her permission. When she noticed additional payments leaving her account, she tried to stop them and says she was reassured that the money would be paid back.

A total of over £17,400 was lost as part of the scam, between 20 and 22 January 2025, in a series of payments to various payees. Below are the transactions I've considered. To note, Payment 2 below (less the applicable £100 excess) was refunded to Miss P on 12 February 2025, under the new Faster Payment Scheme (FPS) Reimbursement Rules for Authorised Push Payment (APP) scams.

	<b>Date</b>	<b>Time</b>	<b>Method</b>	<b>Payee</b>	<b>Amount</b>
1	20-Jan-25	12:54	Card payment	R	£496.99
2	21-Jan-25	10:09	Transfer	AS	£2,650
3	22-Jan-25	09:21	Card payment	T	£499
4	22-Jan-25	09:23	Card payment	T	£498
5	22-Jan-25	09:25	Card payment - declined	T	£487
6	22-Jan-25	09:39	Card payment	T	£998
7	22-Jan-25	09:42	Card payment	T	£997
8	22-Jan-25	09:45	Card payment	T	£996
9	22-Jan-25	09:54	Card payment	T	£3,495
10	22-Jan-25	10:09	Transfer - cancelled	VP	£3,495
11	22-Jan-25	10:15	Card payment	M	£891.99
12	22-Jan-25	10:32	Card payment	M	£992.99
13	22-Jan-25	10:36	Card payment	M	£993.99
14	22-Jan-25	10:40	Card payment	M	£994.39
15	22-Jan-25	11:08	Card payment	M	£496.99
16	22-Jan-25	11:10	Card payment	M	£497.99
17	22-Jan-25	11:12	Card payment	M	£496.39

18	22-Jan-25	11:27	Card payment	M	£498.39
19	22-Jan-25	11:30	Card payment	M	£499.99
20	22-Jan-25	11:34	Card payment	M	£500.99
21	22-Jan-25	11:37	Card payment	M	£499.39
22	22-Jan-25	11:39	Card payment	M	£499.99
23	22-Jan-25	11:42	Card payment	M	£498.99
24	22-Jan-25	11:44	Card payment	M	£497.39
25	22-Jan-25	11:50	Card payment	M	£496.99

The scam was reported to Revolut in January 2025. A complaint was then referred to our Service and our Investigator upheld it. She noted Revolut had refunded Payment 2 (less the excess) under the reimbursement rules. And, while she thought Revolut could treat the card payments as authorised, she was satisfied proportionate steps at Payment 14 would have prevented Miss P's further losses. She also found Miss P should share equal responsibility for her losses such that the refund Revolut needs to pay can fairly be reduced by 50%.

Revolut accepted the outcome. Miss P did not. She said there was no account block and no effective intervention. And that she did not have time to think clearly during the scam. She also felt a 50% refund was too low given her total losses. As the matter couldn't be resolved informally, it's been passed to me to decide.

### **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 conclusions as the Investigator. I appreciate Miss P has been deeply affected by the scam and I understand this decision may be disappointing for her – but these are my key reasons.

#### *Can Revolut fairly treat the disputed payments as authorised?*

Under the relevant law, the Payment Services Regulations 2017 (PSRs), the starting point is that Miss P is liable for authorised payments and Revolut, with some exceptions, is liable for unauthorised ones. Where a payment is 'authorised', that'll often be because the customer made the payment themselves. But there are other circumstances where a payment can be considered authorised, such as where the customer gave permission for someone else to make it on their behalf or they told their payment services provider they want a payment to go ahead.

Here, Miss P doesn't seem to dispute that she made the transfer on 21 January 2025. Even though she may have been tricked into thinking this was for outstanding 'tax', I'm satisfied that payment was 'authorised' under the PSRs – given also it was made *in-app* on Miss P's mobile device and it's unlikely a scammer could have taken the necessary steps to make it (like adding a payee) using remote access. That payment also corresponds to the amount the scammer had requested in the 'fake' HMRC documents Miss P was given as part of the scam. And Miss P making it herself, fits in with the premise of the scam she's described.

In any event, that transfer was refunded by Revolut under the new re-imbursement rules. It doesn't appear this refund has been disputed. But for completeness, I'm satisfied that it was fair and that Revolut was entitled to deduct £100 (referred to as the excess under the rules).

For the remaining payments — which were card payments — Miss P says they were made by the scammer without her authorisation and involvement. But that's not supported by the

evidence I've seen. I note, from the scammer's 'Supreme Court' documents, that they also requested payment of several "fully refundable" 'fees', relating to things like "judges stamp fee". These were in addition to the initial "tax liability" Miss P was led to believe had been settled by the transfer she made. So, it's possible she agreed to send more funds, albeit on the understanding that these too were required and would later be refunded. In such a scenario, the card payments would also be considered as authorised.

The technical evidence from Revolut also shows that all the card payments were made through the stronger authentication method (3DS). It has shown they were approved *in-app* on the only registered device. There's no suggestion anyone else but Miss P had access to it at the relevant times. And, looking at an example of the screens Miss P would have seen when the payments were approved *in-app*, I can see that these say "Confirm your online payment", Miss P was provided with payment information (amount, time, merchant), and Miss P was then presented with "Confirm" or "Reject", before she selected 'Confirm'.

So, I can't reasonably conclude that payments simply started 'leaving' the account or that they were made without Miss P's involvement. Even if I accept Miss P didn't appreciate the significance of what she was doing, I'm satisfied Revolut asked her in a clear way if she was 'confirming' those payments out of her account. And, given the clarity of the screens, I think it's reasonable for Revolut to rely on the steps that Miss P took as representation of her confirming she gave consent – and, therefore, to treat those card payments as authorised.

*Did Revolut miss an opportunity to prevent Miss P's losses?*

In broad terms, the starting position at law is that Revolut is expected to process payments and withdrawals a customer authorises it to make. But there are some situations where firms may still hold liability for payments to a scam. An example is where the reimbursement rules apply. But these only cover payments via the Faster Payments System or CHAPS. As card payments aren't covered, Miss P isn't entitled to a refund of those payments on this basis.

I've also thought about whether Revolut holds fault for not preventing the scam. As Revolut will know, taking into account relevant law, regulators' rules and guidance, relevant codes of practice and what I consider was good industry practice, it ought to have taken additional steps or made additional checks, before processing a payment in some circumstances.

In this case, I think there was probably enough for Revolut to have stepped in on concerns that Miss P was at an increased risk of fraud before Payment 9 was processed. But, looking at the activity and amounts involved, I wouldn't have expected such an intervention to have gone beyond a series of questions/warnings in the *automated* payment flow designed to identify a possible scam risk. As referred to by the Investigator, Revolut did step in with such an intervention earlier that day (at Payment 5). And given Miss P seemingly moved past the warnings given (based on her answers to questions in the payment flow), I'm not convinced this level of intervention would have led naturally to this scam being exposed at that point.

However, I agree that Revolut should have intervened again at Payment 14 – considering this was now the fourth payment in quick succession to the same payee that day and it also brought the daily spend to a significant amount. At that stage, I think that a more proactive live intervention (via *in-app* chat, for example) to find out more about what was happening, would have been proportionate to the risk presented.

As before, Revolut accepted the Investigator's findings that such an intervention would have prevented Miss P's further losses. So I don't consider it necessary to go into detail about why I agree with that position. I'll only add that with a 'live' intervention it's no longer a case of Miss P being taken through automated screens in the payment flow. It would have been natural for her to have paid closer attention to questions/warnings provided as part of a 'live'

interaction. In her submissions, Miss P has told us she wasn't coached by the scammer on how to respond if questioned. If Revolut had contacted her directly to probe more on what was going on, it would have likely come out that something was wrong. I don't think Miss P would have lost more money after a clear warning about what her situation looked like.

*Should Miss P bear any responsibility for her losses?*

In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances.

I'm mindful that Miss P genuinely believed she was speaking to HMRC, that the scammer already knew some information about her (including who she banked with), and that there were some relatively elaborate aspects to this scam – including, for example, the seemingly 'official' HMRC/Court documents and the number 'spoofing'. I also don't underestimate the tactics generally used by scammers to create a sense of urgency and panic.

At the same time, there were several red flags that ought to have caused Miss P to have acted more cautiously. I've referred to the screens she would have been presented with when the payments were approved *in-app*. I'm satisfied they were clear as to their purpose. If I accept that Miss P thought she was only approving one transfer, then I think there were opportunities for her to have recognised that the steps the evidence shows she took, were inconsistent with what she says the scammer had led her to believe.

I think it should have flagged as concerning that she was asked to transfer funds to an individual, not a government body, and that multiple card payments were being made to various merchants unrelated to HMRC or the courts. I also can't overlook that payments occurred over a couple of days; online searches about the 'spoofed' number used would have revealed scam warnings; and that when Revolut did intervene, Miss P moved past some of its relevant warnings in the payment flow.

Taking everything into account, weighing up the role both parties played in what happened, I think liability for Miss P's losses should be shared equally, such that the refund Revolut needs to pay can fairly and reasonably be reduced by 50%.

*Other matters*

A firm is generally required to take appropriate steps to recover lost funds. For the transfer, it's unlikely those funds remained to be recovered by the time that the matter was reported. For the card payments, it's unlikely a chargeback would have had any prospect of success, given that the merchants likely provided their services as intended (albeit, not to Miss P).

As for Miss P's comments around the service she received from Revolut in dealing with her scam reporting and claim, I appreciate the situation must have been particularly worrying, but I don't think any failings on its part were such that a further award is warranted, bearing also mind that much of Miss P's distress was a result of the scammer's actions.

### **Putting things right**

I uphold this complaint. Revolut Ltd needs to refund 50% of all payments from and including Payment 14, plus 8% simple interest per year on this amount from date of payments to date of settlement, less any tax lawfully deductible.

### **My final decision**

For the reasons I've given, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 17 February 2026.

Thomas Cardia

**Ombudsman**