

The complaint

Mr D complains Revolut Ltd ("Revolut") didn't do enough to protect him when he fell victim to a scam.

Mr D has referred the complaint to us via a third-party representative. For ease, in the main I'll refer to Mr D.

What happened

Both parties are familiar with the circumstances of the complaint, so I'll only summarise the details here.

Mr D said he received a call from someone purporting to be from Revolut and that his account had been compromised. He said they knew his name and that he had a Revolut account which made him believe the caller was genuine, but we now know they were a scammer.

Mr D said he received a message with a link from a delivery company a few days earlier to reschedule a delivery, and he clicked the link, but it didn't offer an option to reschedule a delivery. Mr D said the scammer asked if he'd received any such messages, he said he then realised the message was fake. He told us the scammer said his account had been compromised and there had been attempted transactions which Mr D confirmed weren't him.

He was manipulated to move his funds to a 'safe account' and did so over three transactions to a payment service provider. After this the scammer abruptly ended the call which is when Mr D became suspicious and contacted Revolut where he found out he had been scammed.

Below are the payments Mr D made towards the scam:

	Type of transaction	Amount
1	Card payment to service provider	\$4,884.50
	Declined	\$4,822.54
	Declined	\$4,822.54
2	Card payment to service provider	\$4,809.65
3	Card payment to service provider	\$3,922.77

Mr D complained to Revolut, and his complaint wasn't upheld. Unhappy with Revolut's response, he raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and upheld it in part. They thought Revolut ought to have intervened prior to Mr D making payment 2 and if it had the scam would have been uncovered and Mr D's losses would have been prevented from that point. Our Investigator thought it was fair to hold each party equally liable for the losses from this point.

Revolut provided further evidence after the outcome was issued which reiterated and further supported the submissions it had already made. Revolut didn't respond to either accept or reject the outcome.

Mr D's representative disagreed with the outcome. In summary it said Revolut ought to have been concerned by the first payment Mr D made and it was unfair to hold him equally liable for the preventable losses.

As an agreement could not be reached, the complaint has been passed to me for a final decision.

My provisional decision

I issued my provisional decision on 11 August 2025. I decided, provisionally, that I was going to uphold Mr D's complaint in part. This is what I said.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In broad terms, the starting position at law is that an Electronic Money Institution 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 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. 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 fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

Should Revolut have recognised that Mr D was at risk of financial harm from fraud?

I don't think Revolut ought to have been concerned when Mr D made payment 1. I appreciate the value isn't an insignificant amount of money, but I don't think the value or destination would have been suspicious to Revolut such that it ought to have intervened. I therefore think it was reasonable for Revolut to process this payment in-line with Mr D's instruction to do so.

Revolut said two payments weren't successful, these are in the above table as declined. The first of these declined payments was automatically declined due to an account takeover alert which restricted the account and required Mr D to verify his identity. Revolut said he would have received a notification to do so and this was done when Mr D provided a photo of himself via the app. Revolut said he was then asked if he recognised the transaction that triggered the alert and Mr D confirmed he did and the account access was restored.

Revolut told us it declined the following payment too, this time it's automated security system blocked Mr D's card. He was sent a notification that Revolut detected a suspicious transaction. He could terminate the card or if he recognised the payment the card would be unblocked. Mr D confirmed he recognised the payment and unblocked the card.

I think Revolut ought to have been concerned when Mr D made payment 2 and intervened. Based on the value of this payment along with what happened before it was made and the speed at which Mr D was making payments, I think Revolut should have identified a pattern of fraud and been suspicious that Mr D was at risk of financial harm from fraud and intervened prior to processing the payment.

What did Revolut do to warn Mr D?

Revolut told us the three successful payments were authorised using a feature known as 3D Secure whereby a customer is sent a notification in their banking app which requires their approval before they can complete the transaction.

The next two attempted payments were declined as described and so I won't repeat Revolut actions.

What kind of warning should Revolut have provided?

I've considered if Revolut's actions were proportionate to the risk these payments presented and I don't think they were. I'll explain why.

Given the above, I think a proportionate intervention at the time payment 2 was made would have been for Revolut to have asked automated questions of its customer regarding, among other things, the payment and its purpose.

I can't be certain what would have happened if Revolut had intervened in this way, so I need to make a decision on the balance of probabilities of what would most likely have happened if it had. Having thought carefully about this, I think Mr D would have positively engaged with the questions asked and answered accurately. It's clear from his testimony that he believed he was speaking with Revolut and so contact from the real Revolut would have given him the pause he needed to consider what the scammer had told him. There's nothing on file to suggest he wouldn't have been honest with Revolut and the scammer hadn't expressed the fraud had come from within Revolut so he had no reason to distrust it.

As part of a proportionate intervention, I'd have expected Revolut to ask Mr D what the purpose of the payment was. I believe on balance he would have disclosed he was making the payment to keep his money safe and selected the option that best reflected this. As this points to a safe account scam, at the time this payment was made I would then expect human intervention from Revolut via it's in app chat or otherwise.

During human intervention I'd expect Revolut to ask open and probing questions and based on Mr D's answers provide a tailored warning regarding the scam he was potentially falling victim to. As I have explained I'm satisfied he would have been honest in his answers. Therefore, Revolut would have realised he was most likely falling victim to a safe

account scam and provided a tailored warning as a result. I'm persuaded if it had it would have uncovered the scam and prevented Mr D from making payment 2 and the one that followed and therefore prevented the losses he suffered from that point.

Given the above, I find Revolut missed an opportunity to intervene when payment 2 was made. I'm persuaded if it had proportionately intervened as I've described, it would have uncovered the scam and prevented Mr D from making payment 2 and the one that followed. I therefore find it's fair and reasonable to hold Revolut liable for his losses from and including payment 2.

Should Mr D bear any responsibility for his losses?

I've also considered whether Mr D should share any liability for the preventable loss. 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 of this complaint.

Overall, I don't find that Mr D acted unreasonably in the circumstances. I believe the scam was sophisticated, persuasive and with the addition of fear and panic that his money was at risk. So I understand why Mr D behaved in the way he did. The scammer knew his name and who he banked with such that it persuaded him the call was genuine. The sophisticated use of the delivery service link sent days prior to the scam call will also have been persuasive and added legitimacy to the call and the version of events the scammer gave Mr D. I therefore don't think it would be fair to also hold Mr D liable for the preventable losses.

Recovery

I've thought about whether there's anything else Revolut could have done to help Mr D — including if it took the steps it should have once it was aware that the payments were the result of fraud.

After the debit card payments were made, the only potential avenue for recovery of the payment would have been through the chargeback scheme. The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. Revolut is bound by the card scheme provider's chargeback rules. Whilst there is no 'right' to a chargeback, I consider it to be good practice that a chargeback be raised if there is a reasonable chance of it succeeding. But a chargeback can only be made within the scheme rules, meaning there are only limited grounds and limited forms of evidence that will be accepted for a chargeback to be considered valid, and potentially succeed. Time limits also apply. Unfortunately, the chargeback rules don't cover scams.

In any event, Revolut raised chargebacks which were rejected, I don't think it could have done more to recover Mr D's funds.

Responses to my provisional decision

Revolut replied and said it had nothing further to add.

Mr D replied to say he still felt payment 1 was unusual enough to warrant an intervention from Revolut considering its value and destination.

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've thought about what Mr D has said in response to my provisional decision, but it doesn't change my decision. I'll explain why.

The destination was a legitimate money transfer service and while this may not have been usual account activity for Mr D I don't think the destination itself is suspicious and the payment wasn't of an unusually excessive value. I therefore don't think Revolut ought to have been concerned when Mr D made payment 1 such that it should have intervened.

My final decision

For the reasons above, and in my provisional decision, I uphold this complaint in part and require Revolut to:

- Refund Mr D his losses from and including payment 2.
- Pay 8% simple interest per year on this amount, from the date the payments debited his account, until the date the refund is settled (less any tax lawfully deductible).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 September 2025.

Charlotte Mulvihill
Ombudsman