

The complaint

Mrs C complains that Revolut Ltd has declined to reimburse payments made in relation to a scam.

What happened

In September 2023, Mrs C was contacted by a scammer impersonating one of her banking providers (Bank A). She was convinced they were working with the police to investigate staff working for Bank B (who she also had an account with) and that her accounts were at risk. As part of the scam, Mrs C's funds were moved from her other accounts to her Revolut account. Mrs C is disputing several debit card payments made from her Revolut account on the basis that they were unauthorised. In total Mrs C has lost over £27,000.

Mrs C initially complained via a professional representative who said Revolut ought to have done more to identify that she was the victim of a scam and could have prevented her loss.

Revolut declined to reimburse Mrs C, saying the payments were authorised on the basis that they were approved in her banking app. It said this also meant a chargeback couldn't be raised on the grounds of fraud.

The investigator didn't uphold the complaint. In summary they thought Revolut had acted fairly in treating the payments as authorised. They also explained why they weren't persuaded that a proportionate intervention would have prevented Mrs C's loss and referenced an intervention that had taken place between her and Bank B relating to the same scam. Further, the investigator didn't think Revolut could have recovered Mrs C's funds in the circumstances.

Mrs C didn't agree, she said she only shared one time passcodes (OTP) and gave remote access to the scammers believing they were her banking provider. Her professional representative appears to have later accepted the payments were approved in Mrs C's banking app but maintained she thought she was protecting her money and not making payments. They also said they thought a proportionate intervention by Revolut would likely have uncovered the scam.

As an agreement couldn't be reached, the matter was passed to me for consideration by an ombudsman. I issued my provisional decision on 29 July 2025 – here I explained I didn't intend on upholding the complaint.

Mrs C, who is no longer represented in bringing this complaint didn't accept my provisional decision. She reiterated that she genuinely believed she was being guided by Bank A who were working with the police. At the time she was exhausted and following their direction. The activity was unusual for her and the risk should have been identified.

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'm still not upholding the complaint. I am sorry that Mrs C has been the victim of a cruel scam. I'll explain why I'm not persuaded that it would be fair to require Revolut to reimburse her losses.

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

The relevant law here is the Payment Services Regulations 2017 (PSRs) – these set out the circumstances in which a payer (here Mrs C) and a payment service provider (here Revolut) are liable for payments. As a starting point, Mrs C is liable for payments that she authorised and Revolut should reimburse unauthorised payments.

It appears common ground that Mrs C was scammed and that it was the scammer who used Mrs C's card details to initiate the disputed payments. However, Revolut say that Mrs C authorised the payments because she confirmed them in her banking app – this is something Mrs C doesn't recall doing.

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 on the evidence available.

Mrs C had an existing account with Revolut and accepts that she logged into her account several times but says she only shared OTPs and didn't make any payments out of her Revolut account. Mrs C also says she doesn't recall sharing her card details but that they were stored in her "wallet" on her phone which the scammer had remote access to.

Revolut has shown that Mrs C's existing device was used to log into her banking app and this is what was used to complete the 3DS process – in practice this is the step of confirming a payment in the app to meet stronger authentication requirements when requested by the merchant.

Revolut says that its process is for a push notification to be sent to the customer's device asking them to *"Tap to verify an online payment with your card"* and that this includes the name of the merchant and payment amount. The user would need to have clicked on this and verified themselves using their biometrics or passcode before being presented with a screen in the Revolut app. This screen says *"Confirm your online payment"* and includes the payment information (the merchant's name and payment amount). It provides the option to *"confirm"* or *"reject"*. Revolut says the payment is processed as approved where the user selects *"confirm"*.

Revolut also says that its system automatically makes certain pages in its banking app appear blank when remote access is detected. At the time this would have included the screens completed to confirm the payments.

When Mrs C reported the matter, she wrote *"I was the victim of a scam yesterday evening. The scammer took almost all my money in my (bank A) account, & some from my (Bank B) account, and transferred it all to my Revolut account. He then spent it on various items. He persuaded me to authorise the transactions by saying that he could then get the money back!"*

Mrs C's had a representative until recently who appeared to accept on her behalf that the payments were approved in Mrs C's banking app but said she didn't recall doing this and had no knowledge of the payments being made.

Based on the above – in particular that Mrs C recalls accessing her Revolut banking app on her device at the time, the technical evidence around how the payments were approved, and her initial account being that she was persuaded to authorise the transactions - I think it's more likely than not that Mrs C was manipulated into confirming the payments in her banking app herself.

Given the nature of the scam (moving money to a safer place), Mrs C's commentary at the time of reporting, and the inconsistency in what Mrs C remembers doing, it isn't clear what she understood she was doing when she approved the payments. i.e. whether she thought she needed to approve payments that would later be returned or that the steps she was taking were to retrieve her funds. Without an explanation for why Mrs C approved the payments, which we still don't have as she maintains that she doesn't recall doing so, I'm not persuaded she didn't consent to them. However, for clarity even if Mrs C didn't appreciate she was approving payments out of her account I would still think that it was fair for Revolut to treat the payments as authorised based on the steps I've concluded Mrs C took. This is because Revolut asked Mrs C in a clear way if she consented to the disputed payments and I've explained above why I think she confirmed them in her banking app. I think it was reasonable for Revolut to rely on this as confirmation that Mrs C did consent to the payments and to treat them as authorised.

Did Revolut miss an opportunity to prevent Mrs C's loss?

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 PSRs and the terms and conditions of the customer's account.

But, taking 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. I've also considered the Consumer Duty to prevent foreseeable harm raised by Mrs C's professional representative.

I understand the points Mrs C has made about the activity being unusual for her and I do agree that Revolut ought to have recognised that Mrs C was at heightened risk of financial harm from fraud and intervened. But I'm not going to go into detail about when and why I think Revolut ought to have intervened because I'm not making an award on this basis. This is because for it to be fair for me to make an award, I would need to conclude not only that Revolut ought to have done more, but that if it had intervened appropriately, it likely would have identified the scam Mrs C had fallen victim to and been able to prevent her loss. I don't think that's the case here, I'll explain why.

During the scam Mrs C spoke to Bank B about payments attempted from Bank B to Revolut. In the calls Mrs C says she's having a problem with her payments being blocked. Bank B provides her with a number of warnings, including; that scammers impersonate banks and trusted organisations, the importance of being honest, that if someone tells her to mislead the bank it's a scam, and that if someone is helping or advising her it's likely a scam. Mrs C says that no one has asked her to lie or mislead the bank, no one is helping her, and that she's moving money for savings. When concerns are raised about the amounts being moved, Mrs C is warned specifically about safe account scams. Mrs C answers "no" when asked by Bank B if she's been told her money isn't safe with it. Mrs C then explains she's moving money to different "pots" with Revolut, for a mix of savings, holidays, and flat related.

Based on these calls, I consider that Mrs C was given warnings by Bank B that appear relevant to what she thought was happening. She wasn't forthcoming about the true

circumstances surrounding the payments / the purpose of the payments, and provided Bank B with misleading answers to its questions. On balance, I think that had Revolut intervened, Mrs C would likely have acted in a similar way and so I'm not persuaded the scam would have been exposed.

I understand Mrs C was likely manipulated by the scammer into misleading Bank B. And that she genuinely believed it was the right thing to do to follow their instructions. I also appreciate that Revolut would have held different information to Bank B. But given the evidence that Mrs C was prepared to mislead Bank B and (as I've concluded above) to confirm the payments from her Revolut account in her banking app, she was clearly heavily influenced by the scammer. So, I'm not persuaded it's likely Mrs C would have been more forthcoming with Revolut had it intervened or that she would have likely provided the information it would have needed to identify the scam and prevent her loss.

Mrs C's professional representative (at the time) said that a warning about bank impersonations would have resonated with Mrs C, but as I've set out above, she was given such a warning by Bank B and confirmed this wasn't what was happening. They've also said the scammer wouldn't have been able to see an in-app chat with Revolut, but I don't think that changes that the evidence shows she was prepared to mislead her banking providers. Based on Mrs C's actions, I don't think a different provider asking her questions or providing similar warnings would likely outweigh the coaching of the scammer at the time. I think it's more likely that she would have continued to believe the scammer and follow their instructions.

Mrs C's professional representative (at the time) also said that if Revolut had blocked the payments until the morning, the time would have helped Mrs C process what was happening and realise it was a scam. However, this sort of delay in access to her account isn't something Revolut was required to do. Rather if Revolut had stopped any payment and required an in-app chat about the payments, I think this would have led to Mrs C reassuring Revolut the payments were genuine and to the payments continuing.

Could Revolut have done anything else to recover Mrs C's money?

As the disputed payments were made using Mrs C's debit card information, a recovery option that would have been available to Revolut would have been through the chargeback scheme. This is a scheme run by the card scheme provider to resolve payment disputes between customers and merchants – subject to the rules they set.

As the payments were 3DS approved a chargeback based on fraud could be unlikely to succeed. Similarly, had Revolut had raised a dispute chargeback based on the goods/services not being received, it's likely that the merchant would have been able to evidence that they had provided the goods/services paid for using Mrs C debit card, even if this wasn't to her. As the scheme is voluntary and limited in scope, Revolut wouldn't be expected to raise a claim that it thought had no prospect of success. So, I don't think there's anything further Revolut should have done in the circumstances.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 19 September 2025.

Stephanie Mitchell
Ombudsman