

## The complaint

Mrs W complains that Revolut Ltd has declined to reimburse a payment made as part of a scam.

## What happened

Mrs W has brought this complaint with a representative, but for ease of reading I'll refer to Mrs W in relation to points made by her and on her behalf.

In November 2024, Mrs W received a call from a scammer impersonating one of her banking providers. They convinced Mrs W that her account was at risk and that she needed to move her funds to her Revolut account for safekeeping. Mrs W is disputing a £1,800 card payment from her Revolut account.

Revolut declined to reimburse Mrs W on the basis that it considered she had authorised the payment and it didn't have grounds to recover her funds.

When Mrs W referred her complaint to our service, Revolut said that before the disputed payment it had blocked a payment attempt to the same merchant. It had also asked Mrs W about the payment and provided warnings about common scams. But that Mrs W went on to unblock her card and approve the disputed payment in her banking app.

The investigator didn't uphold the complaint – in summary they thought Mrs W had agreed to the disputed payment. They added that if Mrs W hadn't agreed to the payment, they still thought Revolut could fairly treat the payment as authorised based on the steps they concluded Mrs W took. They didn't think Revolut ought to have done more to prevent or recover Mrs W's loss in the circumstances.

Mrs W didn't agree, in summary she said she hadn't agreed to any payments out of Revolut or taken the action described in her Revolut banking app.

So, the matter has been passed to me for consideration by an ombudsman.

## 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 not upholding this complaint for similar reasons to the investigator.

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

Under the relevant law – the Payment Services Regulations 2017 (PSRs) – the starting point is that Mrs W is liable for authorised payments and Revolut is liable for unauthorised payments.

Where a payment is authorised, that will often be because the customer has made the payment themselves. But there are other circumstances where a payment should fairly be

considered authorised, such as where the customer has given permission for someone else to make a payment on their behalf or they've told their payment service provider they want a payment to go ahead.

It's common ground that Mrs W was the victim of a scam, but there is some dispute over exactly what happened and the steps that she took. Where evidence is incomplete, missing or contradictory, I need to determine what I think is more likely than not to have happened. I do this by weighing up what I do have and making a finding on the balance of probabilities

Mrs W has explained she needed to move her funds to keep them safe. As part of this Mrs W made a payment from another of her banking providers, I'll call Bank A, to Revolut. Bank A then blocked the next payment she attempted to make and spoke with her on the phone – during this call the scam is uncovered. I've listened to this call and in it Mrs W says she was on the phone with the scammer for three hours and had shared a significant amount of secure information including her full card and banking details for several accounts. Mrs W also says the scammer told her "to transfer money to Revolut and over to Spain to a Spanish Bank". There are several references in the call to moving money from Revolut to her Spanish account, sometimes referring to the scammer making this payment.

Revolut has also provided evidence to show that the disputed payment was made using Mrs W's debit card information and was paid to a money remitter. It's shown that it was correctly authenticated which included a stronger authentication process whereby the payment was approved in Mrs W's banking app. Revolut has shown this was completed on the only device active on the account at the time which was Mrs W's iPhone.

I understand Mrs W now says she didn't agree to the payment from her Revolut account but based on the information I've set out above, I think it's more likely than not that Mrs W did agree to the scammer making a payment from her Revolut account and approved it in her banking app. It follows that I think Revolut has acted fairly in treating the payment as authorised. I appreciate that Mrs W may well have thought the payment was going to another of her own accounts, but this wouldn't mean that the payment was unauthorised.

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

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.

In this case, Revolut blocked the first attempted payment being made as part of the scam and sent Mrs W an email and push notification informing her of this. I understand that Mrs W says she doesn't recall taking the steps that I'll go on to set out below - but Revolut has shown these steps were completed in Mrs W's banking app. As the only device registered to the account was in Mrs W's possession, she hadn't downloaded anything, and as far as we know iPhone's can't be remotely controlled, I think it's more likely than not that Mrs W was coached into completing the following steps.

- Mrs W was prompted to review the payment and told the payment was flagged as a scam, and that Revolut had blocked similar merchants to protect her.
- Mrs W then went through the process of unblocking payments to these merchants.

She was asked a series of questions to establish the circumstances of the payment, in which Mrs W provided inaccurate answers. Including that she was paying a family member or friend and that she was completing the transactions by herself.

Revolut provided warnings that were tailored to Mrs W's answers.

Based on the payment Revolut blocked – including the amount and who it was to - I think this was a proportionate intervention by Revolut. And that it acted reasonably in allowing the disputed payment, which was similar, to go through after this. So, I don't think it would be fair to hold Revolut responsible for the loss arising from processing the disputed payment.

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

As the disputed payment was a fraud payment, the recovery option that would have been available to Revolut was through the chargeback scheme. The process is set by the card scheme provider to resolve payment disputes between customers and merchants – subject to the rules they set. 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.

Given how the payment was authenticated, it's unlikely a chargeback on the grounds of fraud would have been successful under the scheme rules. And as the payment appears to have gone to a genuine money remitter, it likely provided the service at the time, so a claim on that basis would also be unlikely to succeed. So, I don't think Revolut needed to do more to attempt to recover Mrs W's funds once aware of the issue.

For these reasons, while I am sorry that Mrs W has been the victim of a scam and for the impact this had on her, I don't think Revolut needs to do anything further in relation to the matter.

### 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 W to accept or reject my decision before 28 October 2025.

Stephanie Mitchell Ombudsman