

The complaint

Miss P complains about Revolut Ltd.

She says that Revolut didn't do enough to protect her from a scam and would like it to refund her the money she has lost as a result.

What happened

Miss P received a phone call from an individual pretending to be a representative from her bank 'B'. They explained that someone had access to her account, and her money was at risk.

She was initially told to move her money from her other bank account with 'C' to a bank account she also held with 'B', and then on to Revolut. But when her banking app with B stopped working, she was told to move her money from her account with C directly to Revolut. While this was happening, she was repeatedly told that her money was at risk, and that fraudsters were trying to take out loans in her name.

Miss P was then told that she needed to move her money from Revolut to a safe account set up in her name with 'R' – which is a money remittance service. So, she transferred the money as instructed – however once the funds had been moved the line was cut off and Miss P realised she had been scammed. By this point the following payments had been made.

Date	Payee	Payment type	Amount
18/06/2024	Safe account with R	Transfer	£2,001.99 - Declined
18/06/2024	Safe account with R	Transfer	£2,001.99
18/06/2024	Safe account with R	Transfer	£1,501.99
18/06/2024	Safe account with R	Transfer	£1,201.99
		Total loss	£4,705.97

Miss P made a complaint to Revolut about what had happened, but it didn't uphold the complaint – so it was brought to this Service.

Our Investigator looked into things and thought that the complaint should be upheld in part, and that Revolut should have done more than it did for the last payment. They also said that responsibility should be shared for the last payment between Miss P and Revolut as Miss P wasn't as careful as she should have been. Revolut accepted this, but Miss P did not, so the complaint has been passed to me to make a final 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.

Having done so, I've decided to uphold this complaint in part, for broadly the same reasons as our Investigator. I know this will be disappointing for Miss P, so I'll explain why.

In broad terms, the starting position at law is that Electric Money Institution's (EMI's) are expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. And I have taken that into account when deciding what's fair and reasonable in this case.

Miss P authorised the payments in question here – so even though she was tricked into doing so and didn't intend for the money to end up in the hands of a scammer, she is presumed liable in the first instance.

But this isn't the end of the story. As a matter of good industry practice, Revolut should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: banks had (and have) obligations to be alert to fraud and scams and to act in their customers' best interests, but they can't reasonably be involved in every transaction.

Taking into account the law, regulator's rules and guidance, relevant codes of practice and what I consider having been good industry practice at the time, I consider Revolut should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and 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 banks 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, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.
- 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.

In this case, I need to decide whether Revolut acted fairly and reasonably in its dealings with Miss P when she authorised payments from her account or whether it could and should have done more before processing them.

Revolut declined Miss P's initial payment and sent her a notification to check the risks if she wanted to continue with the payment. Miss P said she wanted to continue and was then taken through a tailored questionnaire about the payment she wanted to make.

Within the app, Revolut explained that it had blocked the payment as something didn't look right – and that it had been flagged as a scam. It told Miss P that it was important to answer questions honestly – and that if she was being told to ignore these warnings, then she was

being scammed, and asked Miss P if anyone was pressuring her to make the payment.

Miss P was then told to choose the reason for her transfer – Miss P selected that she was sending money to her own account. She was then shown a series of warnings as follows;

- This could be an impersonation scam. STOP. Fraudsters pretend to be financial institutions and panic you to act fast.
- Be wary of unexpected calls. Clever scammers can impersonate bank agents and phone numbers. If in doubt, hang up and call the bank yourself.
- Don't give anyone remote access. Scammers may ask you to install software to view your screen. Uninstall software that gives someone else control.
- Told your account isn't safe? Financial institutions don't ask customers to urgently move funds. Do not transfer to an account you didn't open yourself.
- Never ignore these warnings.

After these warnings, Miss P was directed to a risk assessment screen where she was asked if she wanted to unblock these payments. Miss P was then asked to acknowledge the following statement *"I understand and accept the risks tied to this payment. I will only proceed if I am confident that it's legitimate"* And asked to select if she wanted to unblock the payment. The option to continue to block the payment was also available. Miss P chose to unblock the payment.

Miss P then made the payment again, and it was allowed to debit the account. I don't think that Revolut made any errors in allowing this payment to proceed - Miss P was shown relevant and dynamic warnings that were applicable to her situation – but still went ahead with the transaction.

I also don't think that Revolut was wrong to let the second payment leave Miss P's account without adding any friction to the payment – she had just been shown relevant warnings about the type of scam she was falling victim to, and I don't think that Revolut needed to intervene again.

However, when Miss P authorised the third payment, I agree with our Investigator that Revolut should have intervened again – and forced Miss P into a human intervention within its app. I would have expected Revolut to then ask Miss P more questions about what she was doing and why – such as why she was making so many payments in the same day, and why she was splitting the payments up rather than sending the funds all at once. I also think that Revolut could have asked Miss P for evidence of her account with R – which I am not confident she would have been able to provide, and Revolut would then have understood what was really happening.

So, I think that Revolut could have prevented the scam from this point. However, like our Investigator, I also find that Miss P was not as careful as she should have been. She was shown clear warnings that were directly applicable to her situation but chose to ignore them. While I understand that she was panicked and under pressure, I cannot say that it was reasonable of her to ignore them – and she should have applied more caution than she did. Therefore, I think that responsibility should be shared equally between Miss P and Revolut for this last payment.

Putting things right

Revolut Ltd should refund Miss P 50% of the last payment. On top of this, it should also pay Miss P 8% simple interest from the date of the payment until settlement (less any lawfully deductible tax).

My final decision

I uphold this complaint in part, Revolut Ltd should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 21 October 2025.

Claire Pugh
Ombudsman