

The complaint

C complains that Revolut Ltd won't refund money they say they lost when victims of a purchase scam.

The details of this complaint are well known to both parties. So, if there's a submission I've not addressed; it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Revolut was responsible for C's loss.

C is being supported in their complaint by a representative, but for ease, I'll only refer to C in this 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 agree with the conclusions reached by our Investigator. I'll explain why.

Firstly, I don't underestimate the impact this situation has had on C. While there are certain obligations on EMIs (such as Revolut) to protect consumers and prevent losses to scams in certain circumstances, these are not absolute. And so, there are unfortunately occasions where a consumer will lose out but have no recourse to a refund.

It isn't in dispute that C authorised the faster international payments they made from their Revolut business account to an overseas company (who I'll refer to here as 'B'), for what they believed to be a bulk wholesale purchase of toothpaste. However, the goods were never received, and it seems that unfortunately C has likely been targeted by scammers.

The disputed payments are as follows:

Date	Amount
3 April 2025	£12,109.86 (€14,385)
10 April 2025	£13,889.52 (€16,185)

A payment made by C on 1 April 2025 as part of the scam was returned by the payee who then provided alternative account details.

In broad terms, the starting position in law is that 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.

However, I consider that as a matter of good industry practice, including the Consumer Duty, that Revolut ought to have taken steps to intervene prior to processing a payment instruction where it had grounds to suspect a payment might be connected to fraud or a scam.

The question then arises whether Revolut ought reasonably to have held such suspicions or concerns in relation to C's payments — and if so, what might've been expected from a proportionate intervention.

So, taking all of this into account, I need to decide if Revolut acted fairly and reasonably in its dealings with C when they made the payments. Specifically, whether it should've done more than it did before processing the payments. I also need to decide if Revolut could've reasonably recovered the lost funds.

Should Revolut have flagged the payments as suspicious?

Revolut said that C were sent the following new payee warning when the first payment was set up:

“Do you know and trust counterparty? If you're unsure, don't pay them, as we may not be able to help you get your money back. Remember, fraudsters can impersonate others, and we will never ask you to make a payment.”

Revolut didn't provide any other warnings to C and the payments were processed.

Our Investigator thought Revolut's position was fair. Essentially, she didn't think the payments were unusual or out of character for C given their previous account activity — which included multiple payments over the preceding six months of similar and much higher values to those in dispute, as well as international payments and payments in other currencies.

Based on this, our Investigator didn't think the disputed payments would've alerted Revolut to the possibility that C were at risk from financial harm from fraud or scams.

C disagreed. In short, they said that as the payments were sent to a new international payee, this should've been of concern to Revolut as such payments carry a higher risk.

They also said that the previous account activity referred to by our Investigator was different in nature — as those payments were made to established payees to whom they'd made regular payments to before.

C also said that payments totalling just under £26,000 being made in a week was out of character for their account. And that the first payment having been returned by 'B' and new account details then being provided, should've put Revolut on notice that the activity was suspicious.

C maintained that:

“The payments ... made to ['B'] were out of character as they represented new behaviour. As such, they required an intervention from Revolut”.

Given all these circumstances, C thought a human intervention from Revolut would've been a proportionate response.

I've taken account of the points C have made. But I agree with the reasons already provided to C by our Investigator as to why the payments wouldn't, on balance, have likely appeared suspicious to Revolut. The key points here are as follows:

- C's account was a business account, with the stated purpose including 'Pay suppliers and employees'. A business account, in my opinion, will appear different in nature to a personal account — with a range of different payees and payment values, as was the case here. C was ultimately paying who they believed to be a new supplier ('B') — which was in line with the purpose of the account.
- It's evident from C's payment history that they'd made similar and higher value payments before (both individually and collectively) to those in dispute. Of note, there are two legitimate payments, in Euros, to an overseas wholesaler on 26 March and 2 April 2025 for £12,187.44 and £13,876.66 respectively. These payments, made just

prior to those in dispute, would've made the disputed payments look to be in line with normal account activity.

- There's also evidence from C's payment history of previous international payments in different currencies. International payments could be seen as riskier in some circumstances, but I don't agree that this is presented as such in the circumstances of C's complaint.
- Revolut recognised that 'B' was a new payee and provided C with a new beneficiary warning asking if they knew and trusted the payee, which I think this was proportionate to the risk Revolut identified. C acknowledged the warning and continued with the transfer. So, as far as Revolut was concerned, C were happy with the legitimacy of 'B' at that point in time.
- A payment being returned isn't, by itself, indicative of financial harm. And even if Revolut had questioned C about this, I think they would've likely been able to explain the reason why (that the payment needed to go to 'B's Euros' account) given there'd been communication about this between C and the scammers.

Taking all this into account, I don't think, on balance, Revolut acted unreasonably in not flagging the payments C made to 'B' as suspicious.

Would an intervention by Revolut in the payments have made a difference?

Whilst I don't think Revolut acted unreasonably in not flagging the payments as suspicious, for completeness, I've thought about what is most likely to have happened *if* it had done so and provided C, either by way of a tailored written warning or via its chat function, with warnings relevant to purchase scams.

At which point, I should explain that for me to find it fair and reasonable that Revolut should refund C would require more than a finding that it ought to have intervened. I'd need to find that but for this failure, the subsequent loss would've been avoided.

Our Investigator didn't think a purchase scam warning would've resonated with C. She explained that C had carried out checks on 'B', obtained references and had seen photos of the products. She also didn't think the price C was paying would be considered at odds with what was being purchased. And she noted that emails from 'B' contained what appeared to be a legitimate email address which matched the company name and account details.

C doesn't agree. In summary, they maintained that Revolut should've been concerned that they were making a new, international payment, and asked them about the reason for that payment. At which point C said Revolut would've been concerned that they'd been contacted by 'B' 'out of the blue', offering them a special offer. Both of which C said were clear indicators of a scam.

C also said Revolut should've been concerned that they hadn't seen the goods in person, and that the delivery price was included, which they said was unusual. And that the payments were made to a personal account, not a business account.

I've taken account of the points C has made, but again, I agree with the reasons already provided to C by our Investigator as to why a proportionate intervention by Revolut is unlikely to have uncovered the scam and prevented C's loss. Let me explain.

I can understand how being contacted out the blue and not seeing goods in person can, in some circumstances, be indicative of a potential scam. But I don't see this as so unusual in a business capacity where wholesale bulk purchases are being made. As I've mentioned above, C had used international wholesalers before and was likely enticed by the special offer B was advertising (including delivery) – which wasn't seemingly an offer that would be viewed as too good to be true. So, if Revolut had raised this with C, I think they would've likely not been concerned.

Again, not having sight of goods before being purchased *can* be indicative of fraudulent activity. But I don't think that is of relevance here. The goods were overseas and in bulk – and so it wouldn't, in my opinion, have been practical for C to have viewed the goods in person before deciding to go ahead with the purchase.

And if Revolut had raised this as a concern, C would've been able to say that they'd seen pictures of the shipment and spoken to other customers of 'B' about their experiences – as well as carrying out their own research. Research which included:

“Reviewing ['B']'s information to ensure it matched official government records.

Verifying ['B']'s address was a valid business address and confirming that the warehouse address provided also appeared legitimate.

Checking that ['B']'s website was operational.

Conducting online searches for reviews to check if any fraudulent or suspicious behaviour had been reported”.

C also had documents from 'B' which at the time, all appeared to them to be genuine. This included a purchase agreement contract, an invoice, as well as several emails from 'B' about C's order where it raised questions and got prompt responses. Of particular significance is that C reached out to another customer of 'B' about their experiences who replied as follows:

“Yes it has been many years of great pleasure doing business with ['B']”.

Taking all this into account, I simply don't think Revolut could readily have uncovered information – especially through proportionate enquiry in response to a payment - that would've led to significant doubts about the legitimacy of 'B'. Neither do I think C could've uncovered such information at the time – they weren't at fault here.

And so, even if Revolut had made a proportionate enquiry about C's payments, I don't think, on balance, this would've led to either Revolut or C considering 'B' being anything other than legitimate.

Did Revolut do all it could to try and recover the lost funds?

In terms of trying to recover the lost funds – I'd expect Revolut to attempt this at the point it's first alerted to the scam – which in this case was 17 April 2025. I can see that Revolut contacted the beneficiary bank the same day but was notified on 7 May 2025 that no funds remained. And so, I'm satisfied Revolut took appropriate action here.

I have a great deal of sympathy for C and the loss they've suffered, as I appreciate it's a significant sum of money. But it would only be fair for me to direct Revolut to refund their loss if I thought it was responsible – and I'm not persuaded that this was the case. For the above reasons, I think Revolut has acted fairly and so I'm not going to tell it to do anything further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision **before 6 March 2026**.

Anna Jackson
Ombudsman