

The complaint

Mr R is complaining that Revolut Ltd hasn't refunded payments he says he didn't make.

What happened

Mr R reported to Revolut that he'd received calls from a scammer who had persuaded him to download a remote access app. He said payments that he didn't recognise had then left his account and that it had been hacked.

Mr R also submitted a report to Action Fraud which said that a scammer had called him and asked him to download the Revolut app and a cryptocurrency exchange's app, and he then sent them £3,880 in cryptocurrency because they told him they would give him extra money back. He said the scammers took advantage of his disabilities.

The payments Mr R's disputing were made from his Revolut account to an account in his own name at a cryptocurrency exchange on 19 May 2025. They were for £1,900 and £1,480 and were made by faster payment transfer.

Mr R raised a fraud claim with Revolut, but it didn't agree to refund the payments. So, he brought his complaint to our service.

Our Investigator didn't think Mr R's complaint should be upheld. She concluded that Mr R had authorised the transactions to the cryptocurrency exchange, and she didn't think Revolut ought to have done more than it did to question what was happening.

Mr R didn't agree. He maintains that the payments weren't made using his device, and that his account was hacked when the payments were made.

The complaint has now been passed to me for review and a 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.

I'm sorry to disappoint Mr R but I'm not upholding his complaint, for much the same reasons as the Investigator.

Did Mr R authorise the disputed payments?

The relevant law here is the Payment Services Regulations 2017 – these set out what is needed for a payment to be authorised and who has liability for disputed payments in different situations. With some exceptions, the starting point is that the consumer is responsible for authorised payments and the business is responsible for unauthorised payments. The PSRs specify that authorisation depends on whether the payment transactions were authenticated correctly – and whether Mr R, or someone acting on his behalf, consented to them.

The PSRs specify how consent is given. It must be in the form, and in accordance with the procedure, agreed between Mr R and Revolut. I've reviewed the terms of Mr R's account with Revolut, and they say he gives consent to in-app payments by entering the sort code and account number of the account he's sending money to in the Revolut app and follow the prompts.

Mr R appears to have given conflicting reports about what happened here. I can see he reported to Action Fraud that he was tricked into making the disputed payments on the promise that he'd receive more money back. He then said that his account had been hacked and he didn't make the payments. As his most recent testimony is that he didn't authorise the payments, I'm considering this point first.

The payments were made through Revolut's app which was installed on a mobile device – an iPhone 16 pro max. It's important to note that only one mobile device – this one - has been linked to Mr R's Revolut account and app from the date the account was opened until (at least) July 2025. This device was also used to report the fraud and interact with Revolut via its in-app chat after the fraud had been reported, and we know that this was Mr R. The app is accessed using biometrics for the device, or the secure passcode. For completeness, Mr R hasn't mentioned sharing his secure passcode with the caller or anyone else.

Mr R has told us he now does have an iPhone 16 pro max, but he didn't have it at the time of the fraud because he only got it around August 2025. But this wouldn't explain how he has used Revolut's app on this device to interact with Revolut around the time the payments were made.

Mr R says his device was hacked and a third party made the payments, but the available technical evidence simply doesn't suggest that this happened. He has mentioned to Revolut that he downloaded a remote access app, but Revolut's app software is enabled to detect remote access, and when it's detected it's not possible for a third party to instruct payments via remote access on a mobile device because the screens will be blank. This also applies to using the support chat and interacting with scam protection warnings. So, it wouldn't have been possible for a third party to make the payments via remote access to Mr R's device.

Overall, I'm satisfied that Mr R completed the form and procedure himself to consent to these payments. So, the payments were authorised by Mr R and as such Revolut isn't obliged to provide a refund. I appreciate that Mr R may have been tricked into taking these steps, but this isn't a consideration in whether the payments were authorised under the rules.

Should Revolut have intervened in the payments?

When a payment is authorised, Revolut has a duty to act on the payment instruction. But in some circumstances, it should take a closer look at the circumstances of the payment – for example, if it ought to be alert to a fraud risk, because the transaction is unusual, or looks out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payment. I'd expect any intervention to be proportionate to the circumstances of the payment.

But I've also kept in mind that Revolut processes high volumes of transactions each day. There is a balance for it to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate.

Revolut did intervene here – it asked some questions about the first payment and there was nothing of concern in how the questions were answered, but it did then go on to show a scam warning about the risk of impersonation scams. What Revolut did here was

proportionate in the circumstances of the payments and I wouldn't have expected it to have done anything else to intervene.

I appreciate Mr R has represented that it would have been a third party rather than himself that was answering these questions, because he says he didn't know the payments were being made. But as I've said, it would not have been possible for a third party to have answered these questions by using remote access. And in any event, this doesn't mean what Revolut did here wasn't a proportionate intervention given what it would have known about the circumstances of the payments at the time.

I've taken into account what Mr R has said about why he was vulnerable to the scam, but I've not seen anything to show me that Revolut was aware of his disabilities when the payments took place, or that it ought to have done anything differently here.

Could Revolut have done anything else to recover the payments?

Generally, businesses should attempt to recover payments immediately on a fraud being reported. Revolut did attempt to recover the payments on 11 June 2025, but this was some time after Mr R had reported the fraud. The cryptocurrency exchange replied to say that the funds were no longer available in Mr R's account to recover.

But in any case, I don't think Revolut could have done anything else which would have led to the payments being successfully recovered here. This is because they were made to an account with the cryptocurrency exchange which was also held in Mr R's name. Once they had been moved on from Mr R's cryptocurrency account Revolut could no longer recover them. And until they were moved on, they were not actually lost to Mr R.

For completeness, I would add that the mandatory Authorised Push Payment scam reimbursement rules don't apply to these payments because they were made to another account held in Mr R's name.

I'm really sorry to learn of how what happened has affected Mr R and of his current circumstances, and I hope that this decision will draw a line under things for him now. However, I'm unable to conclude that it would be fair or reasonable for me to direct Revolut to refund the disputed payments to him.

My final decision

My final decision is that I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 March 2026.

Helen Sutcliffe
Ombudsman