

## **The complaint**

Miss T is complaining that Revolut Ltd hasn't refunded payments that were made when she fell victim to a scam.

## **What happened**

Both parties are familiar with the circumstances of the complaint so I'll only summarise them briefly here.

Miss T received a call from someone who said they were from her bank. They said her bank account had been compromised and that she should open an account with Revolut and move her funds to it to keep them safe. From there, three debit card payments for £900, £900 and £100 were made. The first two payments were to a money transfer service, and the third payment was to a merchant which specialises in games and gift cards.

Miss T quickly realised she'd been scammed and contacted Revolut. But it didn't agree to refund the payments, because it said she'd authorised them.

Miss T raised a complaint with Revolut and when it didn't change its position she brought a complaint to us. Our Investigator looked into what had happened but he didn't think Miss T's complaint should be upheld. He said, in summary, that Miss T had authorised the payments and he didn't think Revolut ought to have done anything else to intervene in them.

Miss T didn't agree so her complaint has 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 Miss T, but I'm not upholding her complaint, for much the same reasons as the Investigator.

I'm aware I've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. But I want to assure Miss T that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. I've concentrated on what I think are the key issues, which our powers allow me to do.

### *Did Miss T authorise the 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.

Miss T doesn't dispute completing the stronger authentication process to confirm these payments, and it seems she was aware payments were being made from her Revolut account when she completed the process. So, under the rules, she consented to the payments. I realise she was tricked into taking these steps thinking she was keeping her account safe, and I know that these scams can be extremely convincing - but this isn't a consideration under the rules. So, this means that the payments were authorised and as such Revolut isn't obliged to provide a refund.

### Should Revolut have recognised the scam and intervened?

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's told us it did decline two of the payments Miss T attempted here, and it asked Miss T some questions. It asked Miss T if her bank had asked her to make the transaction, because fraudsters will call pretending to be from her bank asking her to move money to a "safe" account. It also asked Miss T if she was told her account wasn't safe, and explained that fraudsters will lie about this and ask her to move money to another account. Miss T answered "no" to these questions, but nevertheless Revolut went on to show her a warning which was relevant to the scam she was experiencing. It explained to beware of unexpected calls, scammers impersonating bank agents, and that banks don't ask customers to urgently move funds.

I've taken into account that this was a newly opened account, but the value of the payments was not significant in the context of the payments Revolut processes every day, so I wouldn't necessarily have expected any intervention here - but it seems Revolut did take some steps to warn Miss T about the scam she was experiencing. And I think this was proportionate in all the circumstances. Unfortunately, the scam warning doesn't appear to have resonated with Miss T, but this doesn't mean that Revolut didn't do enough to warn her about what was happening. I don't think Revolut ought to have been sufficiently concerned about a scam risk that it ought to have intervened further than it did, for example by contacting Miss T directly.

Miss T has told us that she was vulnerable to the scam - she'd recently experienced a bereavement. I'm sorry to learn of this. But Revolut wasn't aware of this when the payments were made, and even if it had been I don't think it should necessarily have done anything differently here.

### Could Revolut have done more to recover the payments?

The payments were made by debit card, and as such once they had been authorised it wasn't possible for Revolut to cancel them, even in a pending state.

It's possible to dispute a debit card payment through a process called chargeback, which can sometimes be attempted if something has gone wrong with a debit card purchase, subject to the relevant card scheme's rules. Revolut didn't raise chargebacks when Miss T disputed the payments, but I'm satisfied that there would have been little prospect of chargebacks being successful here. I say this because I've concluded the payments were

authorised by Miss T, and also because the merchants involved would have provided the relevant goods or services.

Miss T has referred to the Authorised Push Payment scam reimbursement rules, but these payments were made by debit card and so are not “push” payments, so they are not covered under the rules, and I can’t apply their provisions here.

Once again, I’m really sorry to disappoint Miss T. As the victim of a cruel scam, I can understand why she’d think she should get her money back. But I’ve not found that there are any grounds for me to direct Revolut to refund the disputed payments to her.

### **My final decision**

My final decision is that I’m not upholding Miss T’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss T to accept or reject my decision before 6 March 2026.

Helen Sutcliffe  
**Ombudsman**