

The complaint

Ms S complains that Revolut Ltd ('Revolut') hasn't refunded the money she lost to a bank impersonation ('safe account') scam.

Ms S referred her complaint to this service with the help of a professional representative. However, for ease of reading, I'll refer only to Ms S throughout my decision.

What happened

The circumstances of the complaint are well-known to both parties. So, I don't intend to set these out in detail here. However, I'll provide a brief summary of what's happened.

In August 2024, Ms S received a phone call from a scammer impersonating her credit card company. Ms S was told that suspicious activity had been identified on her credit card account and she needed to act to protect herself from fraud.

Ms S subsequently received a call from a scammer impersonating the Financial Conduct Authority ('FCA'). Ms S was then tricked into moving money between accounts held in her own name with multiple banking providers, including Revolut. Funds were moved out of her Revolut account, to two genuine merchants, via debit card payments.

As part of the scam, Ms S's debit card details were used on 30 August 2024 to make six payments – five went to a money remittance service and one was used to pay a retailer. In total, the debit card payments came to £22,768.75.

| No. | Merchant | Amount |
|-----|--------------------------|-----------|
| 1 | Money remittance service | £3,996.99 |
| 2 | Money remittance service | £3,991.99 |
| 3 | Money remittance service | £3,981.39 |
| 4 | Money remittance service | £3,601.99 |
| 5 | Retailer | £5,500 |
| 6 | Money remittance service | £1,696.39 |

Once Ms S realised she'd fallen victim to a scam, she reported the situation to Revolut and asked for a refund of the debit card payments listed above. Revolut said it wasn't responsible for reimbursing Ms S's loss. However, it successfully recovered the £1,696.39 scam payment (made to the money remittance service) via the card scheme's chargeback process, leaving her with a loss of £21,072.36.

Unhappy with Revolut's response, Ms S made a complaint, however Revolut maintained its decision that it wasn't responsible for refunding Ms S's remaining loss, as those payments were authorised by Ms S. So, Ms S referred her complaint to this service.

Our Investigator considered the complaint but didn't uphold it. In their opinion, Revolut couldn't reasonably have prevented Ms S from falling victim to the scam. They also didn't think Revolut could've done any more to recover Ms S's funds.

Ms S didn't accept our Investigator's opinion. As an informal agreement couldn't be reached, the complaint has been passed to me to decide.

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.

Ms S has made some detailed submissions in support of her complaint. I've read and considered everything she's sent in, but I don't intend to respond in similar detail. I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations (in this case, the 2017 regulations) and the terms and conditions of the customer's account.

Ms S didn't initiate the outstanding scam payments herself (payments 1 to 5). The scammer did this using her debit card details. However, Ms S had to verify the scam payments in the Revolut mobile banking app. So, the payments were authorised and under the Payment Services Regulations, the starting position here is that Ms S is responsible for the payments (and the subsequent loss). However, that's not the end of the story.

Good industry practice required Revolut to be on the lookout for account activity or payments that were unusual or out of character to the extent that they might indicate a fraud risk. On spotting such a payment, I'd expect it to take steps to warn the customer about the risks of proceeding.

The key question I must ask myself here, is whether Revolut could, more likely than not, have prevented Ms S from authorising the outstanding scam payments. Ms S has argued that throughout the scam, she didn't receive appropriate scam education or warnings from any of the financial firms involved, including Revolut. She thinks that if the intervention had been more appropriate, the scam would've been identified, and she wouldn't have lost this money.

I appreciate what Ms S has said. And I agree that the questioning she received throughout the scam, from Revolut and the other firms involved, wasn't as thorough as I'd have liked to have seen. So, I can appreciate why Ms S thinks Revolut should be held responsible for her loss. However, I don't agree. I know this is likely to come as a huge disappointment to Ms S, so I'll explain why.

From the circumstances Ms S has described and the evidence she's provided, it's clear that this was a professionally run scam and I'm sure it was very convincing to Ms S at the time. She initially responded to a phishing SMS, so when the scammers initiated contact, they already held some of Ms S's information, which will have added plausibility to the scam.

The main scammer, purporting to be working for the FCA, sent Ms S a link to an online article on the FCA website, which gave information about phishing techniques used by scammers. You wouldn't typically expect a fraudster to do this and again, this added plausibility to the scam. So, this was a very believable scam from the start.

Throughout the scam, the scammer was in constant contact with Ms S and they spoke to Ms S at length on multiple occasions. She was asked to download an application on her electronic tablet, so that the scammer could listen in to conversations between her and the various financial firms she used to make the scam payments. These conversations often took place just before and/or during the intervention calls. So, I think it's clear that there was a large degree of coaching from the scammer when Ms S was challenged by firms about various transactions she was making.

Ms S had a plausible cover story prepared, which she used multiple times and consistently gave inaccurate answers about the reasons for the payments she was making. This even went as far as providing Revolut with evidence of goods she said she was trying to buy, which wasn't the case. She was confident in her answers and gave no impression during the calls I've listened to which suggested she was following instructions from a third party. And there's nothing to suggest she felt uncomfortable providing inaccurate answers when questioned.

Although the intervention from the firms involved wasn't as clear as it could've been, I'm aware that safe account scams were described on several occasions and common hallmarks of what one might look like (which matched Ms S's circumstances) were explained but ultimately ignored.

Ms S was given, on multiple occasions, advice on steps she could take to prevent her falling victim to a safe account scam. Sadly, Ms S didn't follow that advice and I'm not as persuaded as I'd need to be that Ms S would've responded more positively to better education/advice, such was her belief that the scammer was helping to keep her funds safe.

I don't think Ms S would've answered accurately if Revolut had questioned her through human intervention, which is supported by her concealing the involvement of the scammer when she engaged with multiple financial firms. As a result, I'm not persuaded that Revolut reasonably could've prevented Ms S's loss and so I don't think it can fairly be held responsible for reimbursing her.

The scam payments were made to genuine merchants and were authorised by Ms S. I think it's likely the merchants provided the goods and/or services to a customer – even if Ms S didn't benefit from them. So, I don't think Revolut was acting unfairly by not attempting a chargeback for scam payments 1 to 5 when it would've had very little chance of success. And, in the circumstances, I'm not persuaded Revolut could have attempted any alternative recovery action that would've likely resulted in Ms S's funds being returned to her.

Ms S has suffered a substantial financial loss and I have natural sympathy for her. However, I'm not of the opinion that Revolut could've prevented the loss or taken any steps to recover the outstanding funds. As Revolut couldn't have prevented or recovered Ms S's loss, I'm not satisfied it can be held responsible for refunding her.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 3 March 2026.

Liam Davies
Ombudsman