

## The complaint

Miss D is unhappy Revolut Ltd (“Revolut”) hasn’t reimbursed her after she fell victim to an employment scam.

## What happened

The details of this complaint are well known to both parties, so I won’t go into too much detail again here. However, in summary, Miss D has been the victim of a scam. She was tricked into sending over £900 from her Revolut account to scammers in the belief that she was sending funds as part of a job she was completing online.

Miss D made the following payments as a result of the scam:

Payment	Date	Beneficiary	Payment type	Amount
1	30/09/2025	Money remittance service	Card payment	£70
2	01/10/2025	Money remittance service	Card payment	£217
3	01/10/ 2025	Money remittance service	Card payment	£629

Miss D feels Revolut should’ve identified the payments she was making as suspicious and discussed them with her before it allowed them to leave her account. Miss D believes that had Revolut done so, the scam would’ve come to light, and she wouldn’t have lost her money. Miss D also believes that Revolut failed to take into account her vulnerabilities when dealing with her scam claim.

Revolut doesn’t think it could’ve done anything to prevent Miss D from falling victim to the scam. It said the payments Miss D made hadn’t raised any suspicions at the time. It also said it couldn’t retrieve Miss D’s money after she reported being the victim of a scam as the funds had already been sent on to the merchant.

Miss D disagreed with what Revolut said and brought her complaint to this service. One of our investigators looked into things.

Our investigator didn’t uphold the complaint. They didn’t think there was anything about the payments that meant Revolut should’ve questioned them at the time. They also thought it was reasonable for Revolut to have decided not to pursue a chargeback claim.

Miss D didn’t agree with the investigator’s findings. She said Revolut should not seek to rely on the fact that the payments were authenticated to discharge its responsibilities and that Revolut’s systems had failed to identify a high-risk pattern of transactions. She reiterated

that she had been manipulated by the scammers and should've been considered a vulnerable customer both during and after the scam had taken place.

Miss D's additional points did not change our investigators mind and as an informal agreement could not be reached, the case has been passed to me for 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.

In deciding what's fair and reasonable, 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 be good industry practice at the time.

I'm really very sorry to hear about what's happened to Miss D. I understand the scam has had a considerable impact on her well-being and I have significant sympathy for the situation she has found herself in. But having thought very carefully about what she's told us happened at the time and Revolut's actions, I don't think it would be fair and reasonable for me to hold Revolut liable for her loss. I'll explain why in more detail below.

Before I go on to address the payments Miss D made as part of the scam, I wanted to offer some clarity about the payments themselves and the considerations surrounding them. When speaking with this service, Miss D has mentioned various rules which relate to Authorised Push Payment ("APP") scams. To be clear, the payments Miss D made wouldn't be considered authorised push payments as they were made via card, not via transfer.

Miss D has also made some arguments surrounding Revolut relying on 3DS authentication. However, I think there has been some confusion surrounding this point. This would only be a consideration if there was a disagreement as to whether Miss D authorised the scam payments or not. For example, if Miss D was saying the scammer somehow made the payments without her knowledge or consent. That isn't the case here. Both parties to the complaint accept that the payments were authorised by Miss D - she was tricked into authorising them as a result of the scam she fell victim to. For these reasons, I don't intend to comment on the points Miss D has raised surrounding authorisation again in this decision.

### *Revolut's obligations*

It is accepted Miss D authorised the scam payments herself. So, although she didn't intend the money to go to the scammers, under the Payment Services Regulations 2017 and the terms and conditions of her account, Miss D is presumed liable for her loss in relation to these payments in the first instance - where a valid payment instruction has been received, Revolut's obligation is to follow the instructions Miss D has provided.

However, even though Miss D authorised the transactions, there are circumstances where it might be appropriate for Revolut to take additional steps or make additional checks before processing a payment in order to help protect its customers from the possibility of financial harm from fraud. An example of this would be when a payment is sufficiently unusual or suspicious. In such circumstances, I'd expect Revolut to intervene and ask proportionate questions about the intended payment(s) before processing them. So, when reaching a decision on this complaint, I've first thought about whether the payments Miss D made could be considered out of character and unusual.

Having considered these payments carefully, I'm not persuaded that any of them were remarkable enough to have stood out to Revolut or to have prompted further discussion. The payments are for relatively modest amounts and they aren't inherently suspicious when considering that it is quite common for customers to process transactions up to these amounts on a daily basis.

I also have to stress that, at the time, Revolut wouldn't have known that Miss D was making payments at the request of a scammer. It is now only with the benefit of hindsight that we know that the payments were being made as the result of a scam. I have thought about the fact that the final two payments were made in relatively quick succession and were slightly higher than the payments Miss D usually made from this account. However, I don't think that this, in and of itself, was suspicious enough to mean that Revolut should've considered Miss D at risk of financial harm from fraud. The payments are low in value and are being made to a genuine money remittance service. Banks have to strike a balance between processing payments as per their customer's instructions and monitoring accounts for unusual and potentially harmful activity. And I don't think it would be fair to say that Revolut should've identified the payments Miss D made as suspicious enough to warrant further checks.

I've also thought about whether Revolut could've done more to help Miss D once it was notified of the scam but I don't think it could. I don't think Revolut did anything wrong in declining to pursue a chargeback claim. Miss D had authorised payments to a genuine merchant and the evidence presented to me suggests it provided the service requested of it – the conversion and transfer of funds to the recipient's account. So, a chargeback claim would've had no reasonable prospect of success in this case and there was nothing further Revolut could do to recover Miss D's funds.

#### *Miss D's vulnerabilities*

I can see from Miss D's file that she has been open and honest about the impact of this scam on her mental health. I'd like to thank Miss D for doing this, as I can appreciate this is very sensitive information which it might be upsetting for her to tell us about. I've read through what Miss D has told us and I am grateful to her for providing as much detail as she has but this doesn't mean her complaint is now one I can fairly and reasonably uphold. There are no regulations that apply to the type of payments Miss D made that mean she is due an automatic refund from Revolut because she is a vulnerable customer. So, whilst I've taken on board what Miss D has said about being vulnerable, that doesn't mean Revolut need to offer her a refund now or that it knowingly failed to protect a vulnerable consumer. As I've set out above, I don't think the payments made as part of the scam warranted an intervention by Revolut and this conclusion would've been the same even if Revolut had been on notice that Miss D might be vulnerable, which I'm not persuaded it was or should've been aware of at the time. It follows that even if Revolut had been made aware of Miss D's vulnerabilities, I still don't think it would've needed to block the payments in question.

Finally, I want to say again that I am very sorry to hear about what has happened to Miss D. I have a significant amount of sympathy for the situation she has found herself in, I know this was a lot of money for her to lose. But I don't think her loss was caused by any specific failing on behalf of Revolut. The fault here lies with the cruel and callous acts of the scammers themselves.

#### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept

or reject my decision before 9 April 2026.

Emly Hanley Hayes  
**Ombudsman**