

The complaint

C, a limited company complains that Revolut Ltd won't refund her all the funds lost as a result of a safe account scam.

Mrs O, a director of C, brings the complaint on behalf of C.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

The scam began when Mrs O received a text message alleging she had missed a delivery and was required to pay a small fee to arrange redelivery. She made payment using her credit card. Several days later she received a call from her credit card provider informing her of fraudulent transactions on her account. She was asked a series of questions which allowed the scammers to identify accounts she held with other financial businesses under the guise that the scammers would be contacting them to put them on alert.

Mrs O was then contacted by her bank informing her that she'd need to move her funds in order to keep them safe. It was suggested the funds initially be moved to Revolut. During her continued interactions with the scammers Mrs O moved funds from her personal account with the bank before they eventually arrived at C's business account with Revolut. And when the funds were with Revolut, a number of requests were made through Revolut to move funds to keep them safe.

Mrs O then received further contact from scammers alleging to be another of her banks, but at this stage her suspicions arose. Mrs O then made contact with her bank and credit card provider who informed her that they hadn't made contact with her. Mrs O then reported the fraud to Revolut.

Revolut declined Mrs O's claim and complaint before being brought to this service.

Our investigator partially upheld C's complaint. She considered that Revolut ought to have intervened by payment 4. She said that had a proportionate intervention taken place, further losses to the scam would've been prevented. She also considered that liability for the loss should be shared equally. It was explained that as the scam progressed there were a number of red flags which Mrs O ought to have been alert to.

Revolut agreed with our investigator. However, Mrs O disagreed. In summary she said that:

- Revolut ought to have considered the second payment suspicious in light of the developing pattern of the transactions and the inadequacy of Revolut's fraud-prevention measures compared with standard industry practice
- Other banks have security protocols in place that are markedly stronger with some automatically blocking multiple payments made for fraud checks. This level of protection is now normal practice in the UK but hasn't been implemented by Revolut

- Shared liability was not fair or proportionate when considering the imbalance between her and Revolut

As an agreement couldn't be reached, the case has since 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.

It isn't in dispute that Mrs O authorised the transactions in question. C is therefore presumed liable for the loss in the first instance. However, Revolut is aware, taking longstanding regulatory expectations and requirements into account, and what I consider to be good industry practice at the time, that it should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

I've reviewed C's account and the payments made to the scam. Having considered when they were made, their value and who they were made to, like our investigator I'm persuaded Revolut ought to have found the fourth payment suspicious and made further enquiries of Mrs O before processing it. Whilst I acknowledge Mrs O's comments, I'm considering the individual circumstances of this complaint here brought against Revolut. And factors I've taken into account are that these payments were made from a business account – where I'd reasonably expect larger than usual transactions to take place. In fact, the account itself had recently seen multiple transactions of £3,000 and another of £2,645. Furthermore, prior to the disputed transactions, the account was funded from a known payee. I certainly don't think it's unusual in and of itself for an account to receive funds only for them then to be spent. Therefore, I don't consider that Revolut ought to have intervened any earlier than the fourth payment.

The only matter outstanding for me to consider is that of contributory negligence. I don't dispute that this was a complex and sophisticated scam. That said, Mrs O was required to follow a series of actions before the funds were ultimately lost from C's account which meant there was opportunity throughout for her to question what was going on. During those steps, I consider that Mrs O sufficiently ought to have had cause for concern to act – just as she did later on in the scam. Another firm Mrs O was attempting to move money from had already blocked a payment, so it's concerning that Mrs O then thought it was reasonable of a genuine firm to direct her to move the funds instead in smaller increments. If as Mrs O has said, she believed this had been presented as coordinated action between the firms, the friction caused by this payment being blocked ought to have raised doubts. She also confirmed the calls received did not identify themselves as belonging to the firms – that they were received as 'no caller ID'. Mrs O specifically highlighted that it was only during one of the later calls where she was asked to not only provide her card details but also the card expiration date that she was suspicious as to why they needed that information. This resulted in her making calls to the firms to establish if they were genuine. From Mrs O's own timeline, this was more than two hours after the payments lost to the scam had already been made. Mrs O has also explained that firms frequently use third-party processors, which does suggest that she has some familiarity with these processes and that the merchant that was being paid did not appear suspicious to her. I'm satisfied the merchant should have appeared suspicious to her – there is no connection between the merchant paid and Revolut, and this is something Mrs O could have identified. Had she done so this ought to have raised doubts about what she was being asked to do and that this was likely. As a result, I'm satisfied that Mrs O's negligence has contributed to C's loss, such that it would be fair and reasonable for liability to be shared equally with Revolut in these circumstances.

Lastly, I've considered whether there are any ways Revolut could have recovered C's money, but I don't consider it could have. As our investigator has explained, C's payments were for the purpose of a '*money transfer or order*', which was lost as part of this scam. So C did receive what was paid for, even if it was lost due to the scam.

I understand this will be disappointing to Mrs O that a greater refund isn't being awarded here and I'm sorry that C has been the victim of a cruel scam. But for the reasons I've set out above, I'm satisfied that Revolut ought to have intervened by the fourth payment and that it's fair and reasonable for liability for the loss here to be shared equally.

Putting things right

For the reasons I've explained, my final decision is that I partially uphold C's complaint. Revolut Ltd should refund:

- 50% of C's loss, from and including the fourth disputed transaction of £4,800
- Pay simple interest at 8% per year on the amount refunded, calculated from the date of loss to the date of settlement

If Revolut Ltd is legally required to deduct tax from the interest, it should tell C how much it has taken off. It should also give C a tax deduction certificate if it asks for one, so it can claim it back from HMRC if appropriate.

My final decision

My final decision is I partially uphold C's complaint against Revolut Ltd, and direct it to pay redress in line with what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 12 March 2026.

Mark O'Connor
Ombudsman