

The complaint

Miss C complains that Revolut Ltd unfairly refuses to refund her the money she lost as a result of a safe account scam.

Miss C is being represented by a professional representative, but for ease of reading, I'll just refer to Miss C.

What happened

The background to Miss C's complaint is well known to both parties, so I haven't set it out in detail. Instead, I've focused on what I consider to be the key points.

Miss C says she received a call from someone on 4 September 2023, purporting to be from her bank, but she later discovered they were a scammer. The scammer claimed that someone had accessed her account and taken out a loan in her name. She was persuaded she was speaking with her genuine bank because the scammer was able to provide her with details, such as her account number, date of birth and email address, amongst other things. Miss C thinks the scammer was able to obtain these details because she had been contacted about a missed delivery the day before and had provided some details in order to arrange redelivery. She now thinks this was part of the scam. Miss C also mentions receiving text messages from the scammer that appeared to come from her bank. All this persuaded her she was dealing with her genuine bank.

She says she was told that the only way to prevent the loan from becoming repayable was to replicate the steps taken by the scammer, by taking out a loan and paying it back to allow the scammer to be traced.

Miss C explains that she was told she would need to open an account with Revolut, since the scammer was attempting to make some payments through Revolut. She also says the scammer told her that her bank worked in partnership with Revolut, so the money could be transferred safely without the fraudsters knowing. She opened an account with Revolut, as instructed. She then logged into her bank account to take out the loan, giving the details she had been instructed to give, including the reason for the loan. When the loan was paid into her bank account, the scammer told Miss C to send the money to her new Revolut account, which she did. Once the funds were in her Revolut account, she was instructed to send the funds on to another account and it would be sent back to her from there.

Miss C borrowed £25,000 from her bank and paid £10,000 over to her new Revolut account, before making the following payments:

Payment	Date	Amount	Payment type	Destination
1	04/09/2023	£4,900	Debit card payment	New payee account
2	04/09/2023	£4,640	Debit card payment	New payee account
3	04/09/2023	£460	Debit card payment	New payee account

Total: £10,000

Miss C says that once she had finished on the phone with the scammers, she called her

mother and explained what had happened and her mother said she thought Miss C had been scammed. Miss C contacted Revolut but had difficulty in getting through. She requested that the payments be cancelled, but despite them showing as pending payments, Revolut paid them out on 5 September 2023.

Miss C complained to Revolut in June 2025. Miss C considers Revolut ought to have intervened and asked questions about the first payment because it was unusual and it followed on from an unusual series of credits to her account. She says she wouldn't have made the payment if Revolut had intervened and contacted her about the payment and all her losses could have been prevented. Miss C explains that she was vulnerable at the time, due to family and health issues, which may have affected her judgement.

Revolut didn't uphold Miss C's complaint, initially. It said the payments hadn't flagged on its systems as suspicious and as the account was recently opened, there was no transaction history against which to judge whether the payments were unusual or out of character. The payments had been authorised by Miss C. Revolut says it raised chargeback claims, but it didn't have any valid dispute rights under the card scheme rules. So it rejected the claims.

Our Investigator considered Miss C's complaint. He established that Miss C had not complained to her bank about the payments that had been sent to Revolut. Miss C explained that it wasn't her intention to complain to her bank about the payments she made from her bank account to Revolut, although she intended to make a complaint to her bank about the interest she was being charged on a loan she had taken out as part of this scam. So the Investigator only considered Revolut's role in the scam.

The Investigator thought the series of deposits into Miss C's newly opened Revolut account, followed by significant withdrawals on the same day, was unusual enough that Revolut should have asked Miss C some questions about the payments. However, he thought both parties should share equal responsibility for Miss C's losses and so he recommended Revolut should refund 50% of the value of these payments to Miss C, with interest at 8% simple per year. He considered Miss C should bear equal responsibility because he thought she had missed several clear warning signs that this might be a scam and if she had picked up on those, she could have prevented herself from falling victim to this scam.

Revolut agreed to settle Miss C's complaint on the terms set out in the Investigator's assessment, but Miss C did not.

Miss C says she didn't have time to think, and her judgment was impaired at the time. The scammer seemed to have every bit of information about her, including her bank details and was able to send text messages that appeared on her phone as though they were coming from her bank's number. She had no time to pause and think or hang up and speak to a friend because she was concerned about the safety of her account. She says she received an email from Revolut after the scam saying her account had been limited because it hadn't been 'fully set up' and she questions how she was able to make payments totalling £10,000 if her account had not been fully set up.

As Miss C didn't accept the Investigator's assessment, her complaint has been passed to me for an ombudsman's 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.

Having done so, I agree with the conclusions reached by the Investigator and for broadly the

same reasons.

Firstly, I agree that Revolut ought to have intervened when Miss C attempted to make the first payment. The Revolut account had been opened that same day and had been funded by 17 separate payments of between £310 – £650 at the time the first payment was made. A further three, similar deposits were made after Miss C made the first payment from her Revolut account. All these payments were paid in from the same account belonging to Miss C. That was unusual and Revolut might have questioned why a customer would make 17 small deposits to fund the account, rather than a single payment.

Miss C made a significant payment to an overseas payee, with two further payments to the same payee, rather than a single transaction for the whole amount. At the time of the first payment, I think the combination of many smaller deposits being made into the Revolut account in quick succession, followed by a significant payment to an overseas payee, on a newly opened account, was sufficiently unusual that Revolut ought to have intervened to ask further questions about the first payment.

I have little reason to consider it likely Miss C wouldn't have responded openly to questions from Revolut. While she had given her bank an incorrect reason for taking out a loan, as far as she knew, she was being told what to do by someone she thought was representing her bank and who knew what the purpose of the loan was. So, I'm not persuaded that she would have concealed information or tried to mislead Revolut deliberately just because the loan purpose she gave her bank wasn't accurate.

If Revolut had asked fairly basic questions, such as what the payment was for and why, and if Miss C had answered honestly, as I think it likely she would have, I consider the scam would have been uncovered. If Miss C had told Revolut that she was making the payment because her bank had asked to move her money to a safe account, I think it's likely Revolut would have refused to make the payment and would have taken additional steps to protect Miss C, such as blocking her account.

The Investigator established that Miss C had not complained to her bank about its role in this scam, she had only complained to Revolut. I consider it's reasonable to hold Revolut responsible, in part, for Miss C's loss because I consider it was in a position to have intervened and it ought to have done so in all the circumstances. I also find that if it had done so it would have likely uncovered the scam and Miss C has lost out as a result.

As Revolut accepted the Investigator's assessment and Miss C only challenged the Investigator's conclusion that Miss C should share equal responsibility, I have focused on that issue in this decision. Having done so, I have come to the same overall conclusion as the Investigator.

While I have read and considered the points Miss C has made about her vulnerabilities and why she thinks it isn't reasonable to find that she should bear equal responsibility for her loss, on balance I consider it is fair and reasonable to find that she should bear equal responsibility.

I fully understand that Miss C has fallen victim to a scam. The scam had some sophisticated features about it, such as simulating her bank's phone number to make it appear text messages were coming from her bank and what seems to have been a staged missed delivery, to try and obtain some further information that could later be used to convince her she was dealing with her real bank. While I haven't set out Miss C's circumstances in detail, I have read all her submissions carefully about her vulnerabilities and circumstances.

These scams are designed to be convincing and I can see from what Miss C has told us that

the scammer was able to persuade her they were genuine, through a combination of personal details they had obtained and by spoofing her bank's phone number to make it appear that messages from the scammer were coming from her bank. Miss C says her vulnerabilities, in particular anxiety, depression and exhaustion, meant she was less able to identify this as a scam.

Miss C indicates that she realised something was amiss when she was told by the scammer not to mention what had happened to anyone else. This was after she had made the payments. But I've considered whether it is reasonable to find she should have been concerned before that. The scam was designed to create a sense of panic and urgency, and I can see how that panic, combined with vulnerability, might lead someone to act without taking time to pause and consider carefully what was happening. But I do consider it is highly unusual and should have seemed highly suspicious to have been asked by her bank to take out a loan and even more unusual that she should do so in order to protect her bank account from scammers, who were themselves supposedly trying to take out a loan in Miss C's name. Miss C's bank account had a low balance, of less than £100, so to borrow £25,000 at a time her existing account was supposed to be under threat from scammers seems highly suspicious and I don't think the scammer's explanation was plausible. The suggestion that taking out a loan and paying it away to another bank, in order to help trace entirely separate transactions doesn't seem plausible in my view. It is not at all clear how taking out a new loan and moving money elsewhere would help trace those entirely separate transactions.

Miss C was also asked to move the money to an account with a different provider, with which she didn't have any relationship. It isn't clear why her bank would recommend sending her money to a different bank. Miss C says she was told she would need to open an account with Revolut because she was told the scammer was using Revolut, the suggestion being that this might help trace fraudulent payments, but she also says she was told her bank worked in partnership with Revolut so the money could be transferred safely to Revolut without the fraudsters knowing. These explanations appear slightly contradictory and don't really add-up, in my view. I think the scammer's explanations should reasonably have aroused suspicion.

Miss C had already made two payments directly from her bank account to an overseas account, at the direction of the scammer, so it isn't clear why further payments to overseas accounts needed to be routed through an account she would need to open herself with Revolut, nor why the Revolut account needed to be funded with 20 separate small payments. The suggestion that this needed to be done to replicate the steps taken by the scammer doesn't seem particularly plausible either.

The payments were being made from Revolut to an account that wasn't in Miss C's name, which I consider ought to have caused further concern if she thought money was being sent back to her account or to another account that had been set up for her. Miss C says she was told the payee was the Swiss branch of her bank but that doesn't explain why the account wasn't in her name.

Overall, despite my natural sympathy for Miss C, who has been the victim of a cruel scam, I consider this combination of multiple suspicious factors and explanations that weren't particularly plausible, ought reasonably to have led Miss C to have serious concerns about what she was being asked to do. If she had questioned some of these requests and explanations, as I think she should have, I consider it's likely some of her losses could have been avoided. As a result, I consider it is fair and reasonable that Miss C should be equally responsible for her loss.

Putting things right

Revolut must pay Miss C 50% of the amount of payments 1,2 and 3 and add interest to each amount at the rate of 8% simple per year from the date of each payment up to the date of settlement.

My final decision

I uphold Miss C's complaint and I require Revolut Ltd to pay compensation to her as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 23 March 2026.

Greg Barham
Ombudsman