

## The complaint

Ms W complains that Revolut Ltd ('Revolut') won't refund all the money she lost to a safe account scam.

She's represented by a Claims Management Company. For simplicity, I'll generally refer to Ms W throughout this decision.

## What happened

The background is known to both parties, so I won't repeat all the details.

In summary, on 7 March 2024, Ms W was called by an individual (a scammer) claiming to be from Revolut. She was led to believe her joint account had been compromised and that she needed to move the funds to her sole Revolut account to keep them safe. She says she could see payments had been attempted, and that a Revolut notification saying her card had been frozen (to prevent fraud) reassured her that the caller was genuine.

She says she couldn't continue with the call but that the scammer arranged to call her back the next day to "*resolve the issue*". Meanwhile, she contacted Revolut through its *in-app* chat to raise her concerns about the fraudulent payments that had been attempted.

On 8 March 2024, the scammer called again. Ms W received a further authentication code and another message that her card had been frozen, which she says again reassured her she was speaking with Revolut. She was led to believe her sole Revolut account was now at risk and she could see payments to a merchant had been declined.

As part of this interaction, she was convinced that a device had been fraudulently linked to her account and that, to identify the payments being attempted, she had to "*confirm*" the payments as they appeared, so that the 'caller' could "*recognise*" and "*decline*" them.

In the process, Ms W shared her card details, unblocked her card, and approved a series of payments through her *app*. She also shared an OTP which allowed the scammer to add a new token and make payments through ApplePay. She realised she'd been scammed when the scammer ended the call abruptly. Below are the payments in dispute.

	Date	Time	Merchant	Method	Amount
	08-Mar-24	19:24	Ebay	Card payment (block)	£31,215 - declined
	08-Mar-24	19:37	Ebay	Card payment	£31,198 - reverted
	08-Mar-24	19:40	Ebay	Card payment	£32,571 - reverted
1	08-Mar-24	19:56	Ebay	Card payment -3DS	£7,150 (£32,180) *
2	08-Mar-24	19:59	Motiv	Card payment- 3DS	£4,699.95
3	08-Mar-24	20:14	Lemonade	Card payment -3DS	£5,000
	08-Mar-24	20:45	Hotels	Card payment	£700 - reverted
4	08-Mar-24	20:46	Adidas	Card payment -3DS	£460
5	08-Mar-24	20:51	Prezzee	Card payment -3DS	£500

6	08-Mar-24	20:54	Prezzee	Card payment -3DS	£500
	08-Mar-24	20:56	Prezzee	Card payment	£500 - reverted
7	08-Mar-24	20:57	Behoppy	Card payment -3DS	£17.06
	08-Mar-24	21:10	Mia Shop	Card payment (block)	£1,152.12 - declined
8	08-Mar-24	21:12	Mia Shop	ApplePay	£1,152.06
9	08-Mar-24	21:14	Prezzee	Card payment -3DS	£500
10	08-Mar-24	21:20	Atlanta	ApplePay	£228.02
11	08-Mar-24	21:35	Just Eat	Card payment -3DS	£32.64
	11-Mar-24	09:34	Ebay	Card payment	£7,250 - refunded

*\*Payment 1 was approved for the value of £32,180 but taken in a series of smaller fractional payments, mostly on 9 March 2024, by the merchant. One was refunded on 11 March 2024.*

Ms W reported the scam on her account to Revolut soon after the last payment on 8 March 2024. A complaint was raised and referred to our Service. Our Investigator upheld it. In brief, she noted most of the payments had been approved through 3DS and Ms W had shared an OTP for ApplePay to be set up. She thought it was fair for Revolut to treat the payments as authorised. But that it should have contacted Ms W before processing Payment 1. If it had, the scam would have been exposed. The Investigator also thought Ms W could have done more to prevent what happened and should share equal responsibility for her losses.

Revolut accepted that outcome. Ms W didn't. In summary, she said she genuinely believed she was speaking with Revolut, had no reason to suspect otherwise, and acted reasonably in the circumstances. She said she'd contacted Revolut proactively to protect her account, that Revolut was on notice that an 'impersonation scam' might be taking place, and that it then repeatedly failed to protect her. She says her losses should be refunded in full. As the matter couldn't be resolved informally, it's been passed to me to decide.

### **Provisional decision**

I issued my provisional decision on this complaint. I explained why I was minded to uphold it and why Revolut Ltd should refund 50% of the losses, plus interest. I provided the following reasons:

*Can Revolut fairly treat the disputed payments as authorised?*

*Under the relevant law, the Payment Services Regulations 2017 (PSRs), the starting point is Ms W is liable for authorised payments and, with some exceptions, Revolut is liable for unauthorised ones.*

*Where a payment is 'authorised', that will often be because the customer has made the payment themselves. However, there are other circumstances where a payment can be considered authorised, such as where the customer has given permission for someone else to make a payment on their behalf or they've told their payment service provider they want a payment to go ahead. Here it's not in dispute Ms W was the victim of a scam, and it doesn't seem to be in dispute she took certain steps – such as sharing card details, authenticating payments in-app, sharing her OTP – which then led to payments from her account.*

*As noted above, most of the payments were made through the stronger authentication method, known as 3DS. I'm mindful of Ms W's comments that she was tricked into taking the steps in-app, thinking she was speaking to Revolut and that she was acting to prevent fraud on her account. At the same time, I've seen an example of the screens she would have seen when these were approved in-app. These start with "verify a payment". Ms W was then*

presented with “confirming online payment” and payment information, including amount, time, and merchant. Ms W was then given the option to “Confirm” or “Reject”.

We know she selected “Confirm”. The last screen said “Return to [merchant] to complete your purchase. Your payment is approved”. So, while Ms W says she believed she had to ‘Confirm’ payments when they appeared so they could be “recognised” and “declined”, I’m satisfied Revolut asked her in a clear way if she wanted to ‘confirm’ payments out of her account. And, given the clarity of the screens, I think it’s reasonable for Revolut to rely on the steps Ms W took as representation of her confirming she gave consent, and therefore to treat those payments as authorised.

Revolut has shown two of the disputed payments (8 and 10) were made through ApplePay. To set up ApplePay, an OTP was sent to Ms W’s device and Ms W doesn’t dispute sharing this with the scammer. The records show that, at around that time, and just before Payment 8, Revolut had declined a payment to the same merchant and had blocked Ms W’s card. The card was then unblocked before the first ApplePay payment about a minute later.

In response to why she shared the OTP, Ms W said she did so while in distress and because she was told it was required to protect her account. In parts, she also said the scammer had told her the OTP was used for “identifying the card linked to the fraudulent payments”. For unblocking her card, she said she was “unaware that she was unblocking the card and believed the card associated with the fraudulent transactions had already been cancelled”.

However, while I don’t underestimate the stress and panic these types of scam calls can generate for those who receive them, the technical data calls into question the explanations Ms W has given on the sharing of the OTP and unfreezing her card – in the context of the steps and information she was presented with, leading to the use of the new token. By this point, Ms W had approved several payments in-app through 3DS. And although Ms W may not recall doing it, the data shows her card was also again unblocked, before the ApplePay payments. The screens she’d have seen, specifically asked her if it was her who’d tried to make a payment. She was then asked to select ‘Confirm’ before her card was unblocked.

Without knowing why Ms W took the steps the technical data show she did, I can’t fairly find that the ApplePay payments were unauthorised. Also for this reason, even if I were to say the ApplePay payments were unauthorised, I can’t fairly assess whether her actions amount to failing with intent or gross negligence in keeping her security details secure (which would entitle Revolut to hold her liable despite transactions being unauthorised). To add, the OTP message was clear in saying “This code will be used to add your card to another Apple device. Don’t share it anywhere unless you want to add your card to a new device. Don’t share this code with anyone, even if they claim to be from Revolut”. And considering that seven payments had by then been approved through 3DS, I’m not entirely persuaded she had no awareness her actions could result in payments. In the circumstances, on balance, I think it’s fair for Revolut to hold Ms W liable for these ApplePay transactions as well.

*Did Revolut miss an opportunity to prevent Ms W’s loss?*

*In broad terms, the starting position at law is that Revolut is expected to process payments and withdrawals that a customer authorises it to make. But, as Revolut will know, taking into account relevant law, regulators’ rules and guidance, relevant codes of practice and what I consider was good industry practice, it should have taken additional steps or made additional checks, before processing a payment in some circumstances.*

*Here, I agree with the Investigator there was enough going on for Revolut to have stepped in on concerns of a heightened risk of fraud before the first payment was processed. I again think it’s relevant to note Payment 1 was 3DS approved for the amount of £32,180 (shown in*

the table), even though this was then taken in smaller fractional payments by the merchant. The first was £7,150, on 8 March 2024 with more the following day. In any event, Revolut has already accepted it should have done more and made enquiries before processing any of the payments and that, if it had, the scam and losses would have been prevented. So, I'll go on to consider whether Ms W should share responsibility for her losses.

*Should Ms W bear any responsibility for her losses?*

*In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances.*

*I'm mindful Ms W says she believed she was speaking to Revolut. I can understand how the notifications she received during the process, appearing to coincide with what the scammer led her to believe was happening, might have added to their credibility. And I appreciate the scammer created a sense of urgency and panic. I'm also mindful of Ms W's comments that Revolut was put on notice an 'impersonation scam' might be taking place and should have done more to protect her by, for example, immediately blocking the account.*

*Even so, there were several red flags that ought to have caused Ms W to have acted more cautiously. I've referred to the screens/messages Ms W was presented with. As before, the 3DS screens were clear as to their purpose. For the OTP, while the warning didn't say that sharing it would lead to payments, it did say it was to add a new device and shouldn't be shared with anyone including Revolut. Ms W was also required to unfreeze her card, before Payment 1 and again before the ApplePay payments. To unfreeze the card, Ms W had to review a payment and confirm if it had been her making it. Overall, acknowledging the heat of the moment, I think there were opportunities for her to have recognised the steps she was taking were inconsistent with the explanations she's said she was given by the scammer.*

*It's also significant that the scam began on 7 March 2024. Ms W raised her concerns with Revolut that same day. At 22:03 she messaged to say she'd been asked to transfer money from her joint to her sole account by its representative. Revolut replied five minutes later "I can see your concern is related to impersonation scams". And at 22:13, it asked her if she recognised the merchant. There was then a gap before Ms W replied "yes" at 19:44 on 8 March 2024. I note Ms W says she couldn't engage before then as she'd been busy; she answered honestly in the context of how she understood the question; and that when she replied at 19:44 she was already speaking to the scammer for a second time.*

*But the audit logs show she'd accessed her app in the morning and at 19:09 on 8 March 2024 (before the call Ms W says happened at 19:30). So it's arguable that Ms W could have engaged sooner than she did. And I'm not persuaded, based on the information it had at the time, that it was remiss of Revolut not to block the account such that it should take full responsibility for the losses – given also that the disputed payments hadn't yet happened and, when they did, it took some steps on Ms W's part before they were approved.*

*The evidence from Revolut also shows Ms W had in fact first reported her concerns about the initial fraudulent transactions, through its help centre, at 21:30 on 7 March 2024. This is important because it shows that, at that time, she told Revolut she'd received a "suspicious call from someone claiming to be from Revolut". When asked if she'd reported the incident to the authorities, she replied "No, but I will file a Police report as soon as possible". And when asked to describe what happened she said "I have had a call this evening from someone supposedly at Revolut. I don't know [they/this] isn't genuine but he did hang up on our call when I wouldn't read out my new card number over the phone".*

*In my view, the above indicates Ms W had concerns, on 7 March 2024, about the identity of the caller. I'm not persuaded, as has been suggested, that "the extent of her concern was*

*that someone had tried to make unauthorised payments". If I also take Ms W's comments, in appealing the Investigator's outcome, that she'd messaged Revolut looking for support, then I think it would have been reasonable for her to have satisfied herself she'd received a reply to her concerns from a trusted source before re-engaging with someone who was calling from a 'private number'. I'm not convinced there was anything significantly different from the first to the second call for me to find it was reasonable for her to re-engage, share her card details, and take the steps she did – given the concerns she'd raised.*

*For all these reasons, weighing up the role both parties played in what happened, I think liability for Ms W's losses should be shared equally, such that the refund Revolut needs to pay can fairly and reasonably be reduced by 50%.*

*Could Revolut have done anything else to recover Ms W's money?*

*All the payments were made by card or ApplePay to what appear to be genuine merchants. I'm satisfied it's unlikely a chargeback claim would be successful given that the goods and services were likely provided (albeit to the scammer and not for Ms W's benefit).*

*My provisional decision*

*I'm minded to uphold this complaint. And, to put things right, I think Revolut Ltd should refund 50% of the payments in dispute (less amounts returned), and pay 8% simple interest per year on this amount from date of payments to settlement.*

### **Responses to provisional decision**

I invited further comments and evidence from both parties. I explained that, unless any new information changed my view, my final decision was likely to remain in line with my provisional conclusions. Revolut accepted that outcome. Ms W asked me to reconsider.

In summary, Ms W believes she shouldn't bear any liability for Payment 1. She says this appeared as a single transaction for £32,180.95 and was taken from her account in one amount, rather than a series of payments she might have recognised as suspicious. She notes it's agreed Revolut should have taken further steps, given also the concerns she'd reported, and that those steps would have prevented the fraud. She says Revolut provided only generic warnings after Payment 1. She also says it was only after Payment 1, that she was asked by the scammer to set up a virtual card and make the ApplePay payments.

Her representatives added that Ms W didn't realise she was authorising payments. Whilst she authenticated payments, she understood that this was for transactions to be declined and reversed. The OTP was shared with the scammer because they told her it was required to protect her account. All the payments were made without her knowledge. Considering the sophistication of the scam, Ms W's actions, and that Revolut's behaviour was consistently negligent, Ms W should be reimbursed in full. And Ms W didn't act negligently by not seeing a specific message that was sent to her while on the phone with the scammer.

### **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've reached the same conclusions as set out in my provisional decision, which is included above and forms part of this final decision.

The evidence shows that Payment 1 was approved for the amount of about £32,180. I understand Ms W's point that she wouldn't have seen this being taken in a series of payments she might have otherwise recognised as suspicious. But this wasn't the basis on which I considered it was reasonable for Revolut to treat that payment as authorised.

As set out in my provisional decision, Payment 1 (and some further disputed payments) was authenticated by Ms W in her Revolut *app* using 3DS. It's the steps she took *in-app*, and the clarity of the screens presented to her—where Revolut explicitly asked if she wished to make the payment and she selected 'Confirm'—that I think reasonably allow Revolut to treat those payment as authorised. The fact the merchant subsequently collected the amount in smaller parts doesn't affect my view on that conclusion.

I realise Ms W wouldn't have seen the series of fractional payments that were later taken by the merchant. So, I don't think she should have considered those as suspicious. But I did refer to the additional 3DS-approved payments to various merchants on 8 March 2024. I said that those, taken with the other steps the evidence shows Ms W took (including unblocking her card), call into question that she had no awareness she was approving payments.

Ms W's representatives have again said the OTP (used to set up ApplePay) was shared because the scammer told her it was required to protect her account. I'd already considered that point. No new information has been provided to explain why Ms W unblocked her card before Payment 1 and before the ApplePay transactions. As before, without an explanation for those steps, I can't reasonably conclude that the ApplePay payments were unauthorised, nor can I assess whether her actions amounted to failing with intent or gross negligence. I'd also note Ms W's recent comments that "*it was only after payment 1...that I was asked by the scammer to set up a virtual card and make the ApplePay payments*". I don't think this supports the view that Ms W had no knowledge of payments being made from her account.

For all the reasons previously given, I'm still satisfied that all the disputed payments can fairly and reasonably be treated as authorised.

As for my findings on contributory negligence, it's not in dispute that there were failings on Revolut's part. I realise Ms W took some steps when reporting her concerns; that there were relatively sophisticated aspects to this scam; and I'm again mindful of the sense of panic and urgency these are designed to create. However, it's still important to consider whether Ms W could have mitigated or should share some responsibility for her losses.

In my provisional decision, I set out why I didn't think Revolut should take full responsibility for what happened. I set out the timing of the messages between Ms W and Revolut. I said it's arguable Ms W could have engaged with Revolut sooner than she did, given that Revolut did message her after she first reported her concerns the day before the disputed payments were made. I said there were opportunities for Ms W to have recognised the steps she was taking were inconsistent with the explanations she'd said she was given by the scammer.

I also said that I didn't think it was reasonable for Ms W to re-engage with the scammer, provide card details, and take all the steps she did without first ensuring she'd received a response from a trusted source—particularly given the concerns she'd already raised about the caller's identity. I note Ms W's representatives have said she was not negligent for failing to notice a particular message from Revolut while she was speaking to the scammer. But my findings didn't depend on that specific message and I don't think I ever suggested otherwise.

For the reasons provided, although I'm sorry Ms W was the victim of a scam and about the impact the whole experience has had on her, I still think she played a part in what happened such that the refund Revolut needs to pay can fairly and reasonably be reduced by 50%.

### **Putting things right**

I uphold this complaint. To put things right, I direct Revolut Ltd to refund 50% of Ms W's losses resulting from the payments in dispute, and pay 8% simple interest per year on this amount from date of payments to date of settlement (less any tax lawfully deductible).

### **My final decision**

For the reasons given, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 16 February 2026.

Thomas Cardia  
**Ombudsman**