

## The complaint

Mr D is complaining that Revolut Ltd hasn't refunded payments made from his account when he fell victim to a scam.

## What happened

The circumstances of the complaint aren't in dispute, so I won't set them out in a lot of detail here.

On 15 January 2025 Mr D received a call from someone (the scammer) who said they were calling from his credit card company. He then received another call from someone who said they were from his bank. In a sophisticated scam, Mr D was persuaded that some of his accounts and his partner's had been compromised and their funds needed to be moved on to protect them, which resulted in funds being moved to Mr D's Revolut account. From there, the following disputed payments were made by debit card to a merchant which offers electronic money services.

Payment	Amount
1	£3,000
2	£1,990
3	£3,000

Further payments were attempted to other merchants but Revolut declined these payments and blocked the merchants.

Shortly afterwards Mr D was alerted to the scam by his partner, and the call with the scammer ended. Mr D contacted Revolut to report what had happened and was guided in how to report the individual payments as fraudulent in a phone call.

Revolut responded to Mr D's fraud report to say that he'd approved the payments using its stronger authentication process – so it considered the payments were authorised and it couldn't raise a chargeback to dispute them. Mr D complained to Revolut, but it didn't change its position. So, Mr D brought his complaint to the Financial Ombudsman Service.

Our Investigator looked into what had happened, but he didn't think Mr D's complaint should be upheld. Mr D didn't agree. For the purposes of the decision I've summarised the main points of his response below.

- The payments weren't authorised as he didn't give informed consent and consent obtained by deception isn't valid under the Payment Services Regulations 2017.
- The payments were unusual and in quick succession, and Revolut should have been

aware of the scam and intervened more robustly – its reliance on asking questions falls short of industry standards. Mr D has referred to previous decisions from our service which he feels highlights this.

- Mr D has a diagnosed condition and has explained that Revolut's processes are not inclusive of neurodivergent customers. He says it's irrelevant that Revolut was unaware of his condition as he is not obliged to disclose it. Revolut considers he has been grossly negligent, but this isn't a consideration due to his condition.
- The belief that Revolut's warnings should have resonated didn't take into account the circumstances of the scam or Mr D's condition, and he didn't read them properly as he was being rushed and pressured by the scammer.
- Revolut should have pursued other channels outside of chargeback to recover his funds and didn't act swiftly once he'd reported the scam, and Revolut did retain the ability to block or freeze pending transactions.
- The scam has had a devastating impact on him, and he disagrees with the implication that he was in any way knowingly dishonest about the transactions.
- In previous decisions from our service an in-app intervention has been deemed insufficient and complaints upheld, especially where repeated scam transactions have taken place.

Mr D's complaint has now been passed to me for review and a 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'm not upholding Mr D's complaint, for much the same reasons as the Investigator's explained.

I'm aware I've summarised the events of this complaint and Mr D's representations. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr D that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. I've concentrated on what I think are the key issues, which our powers allow me to do.

Mr D has referred to previous decisions we have published, but I must reach my decision on the individual circumstances of this complaint. He's also referred to the Authorised Push Payment scam reimbursement rules, but these payments were made by debit card and so were not "push" payments, so the rules don't apply here.

#### *Did Mr D authorise the payments?*

The relevant law here is the Payment Services Regulations 2017 – these set out what is needed for a payment to be authorised and who has liability for disputed payments in different situations. With some exceptions, the starting point is that the consumer is responsible for authorised payments and the business is responsible for unauthorised payments. Mr D disputes authorising the payments, so I'll address this point first.

The PSRs specify that authorisation depends on whether the payment transactions were

authenticated correctly – and whether Mr D, or someone acting on his behalf, consented to them. The PSRs go on to specify how consent is given. It must be in the form, and in accordance with the procedure, agreed between Mr D and Revolut.

I've reviewed the terms of Mr D's account with Revolut but they don't specify exactly how Mr D gives consent to online card payments. But broadly speaking, this is usually through entering the long card number, the card expiry date and CVV into the merchant's website and completing any stronger authentication process. Consent is an objective test – it does not rely on the customer being fully aware of the details of a payment, such as its amount and purpose, when completing the procedure to consent to it.

Here, Mr D says he didn't share the card details, so it seems it was the scammer who gave the payment instructions using Mr D's card details which they had somehow obtained. So, Mr D didn't agree to the payment instructions, but Revolut says the payments were authorised because Mr D confirmed the payments in its app.

Mr D said he wasn't aware he was confirming payments, because the scammer had told him he was authorising "anti-fraud" zero amount transactions. Revolut has sent us some screenshots to show that the process flow here has steps which involve being shown a notification which says a payment is waiting to be reviewed, which then opens a screen in the app asking for the payment to be reviewed. The payment amount and who it's being made to is shown on the screen with an option to confirm or reject the payment. So, I think it would have been clear that Mr D was approving payments when he completed this process.

Although it seems that Mr D didn't enter his card details to make the payments, I'm satisfied that the payments were correctly authenticated using Mr D's card information and the stronger authentication process. I think that by completing these steps, Mr D represented to Revolut that the payment instructions were genuine. And it was reasonable for Revolut to rely on this to process the payments. I realise Mr D was tricked into taking these steps but as I've explained, this isn't a consideration under the rules. So, it's reasonable for Revolut to treat the payments as having been authorised and as such it isn't obliged to provide a refund.

### *Should Revolut have recognised the scam and intervened?*

I've concluded that the payments were authorised, so I've gone on to consider if Revolut should have done anything else to prevent the payments made to the scam.

When a payment is authorised, Revolut has a duty to act on the payment instruction. But in some circumstances, it should take a closer look at the circumstances of the payment – for example, if it ought to be alert to a fraud risk, because the transaction is unusual, or looks out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payment. I'd expect any intervention to be proportionate to the circumstances of the payment.

But I've also kept in mind that Revolut processes high volumes of transactions each day. There is a balance for it to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate.

Revolut did intervene here by declining a payment for £1,990 which was attempted between Payment 1 and Payment 2. It then blocked payments to this merchant and asked Mr D to complete a process to unblock payments to this merchant if he wished to continue. The process involved Mr D being warned that if anyone was pressuring him to make the payment or telling him to ignore warnings it was likely a scam. It then asked Mr D what the payment was for and he selected the option "other." So, Revolut went on to ask further questions

about what was happening.

Mr D replied to say he hadn't been told which option to select, nobody had told him his account wasn't safe, and he hadn't been asked to install software or ignore any warnings. Revolut went on to show Mr D a warning relevant to the type of scam he was experiencing – an impersonation scam (as in, the scammer was impersonating his bank). The warning explained that fraudsters pretend to be financial institutions, to be wary of unexpected calls, scammers can impersonate banks, and financial institutions don't ask customers to urgently move funds. Unfortunately, this warning didn't resonate with Mr D. I understand that he was being pressured and rushed, but I don't think this means that this wasn't a proportionate intervention in all the circumstances here.

I've thought about whether Revolut ought to have intervened again before Payment 3. While the activity did continue to be somewhat unusual, I think it could reasonably have been reassured by the way Mr D had answered the questions it had asked before Payment 2. And as I've said, it had already given Mr D a relevant warning which covered off the key features of impersonation scams such as he was experiencing.

But for completeness, I would add that if Revolut had intervened before Payment 3 by contacting Mr D via its in-app chat, for example, I don't think I can reasonably conclude this would have uncovered the scam. I say this because Mr D had told us he had been guided by the scammer in how to answer Revolut's questions and he had not responded to relevant, tailored warnings which covered off the scam scenario he was experiencing. I'm not persuaded that guidance wouldn't have continued if Revolut had asked Mr D further questions about what was happening here and which would have prevented the scam from being uncovered.

In saying this, I hope Mr D understands that I'm not blaming him for what happened because he ignored a relevant warning or was guided in bypassing Revolut's intervention by the scammer - I know that these sorts of scams are highly sophisticated and can be very convincing. However, this doesn't mean that Revolut didn't take reasonable steps to warn him about what was happening here.

Mr D has shared that he has medical conditions which have contributed to his susceptibility to the scam as they cause him to become hyper-focused and overwhelmed and which meant that he could not focus or distinguish between truth and lies. I completely agree that was for Mr D to decide whether to share this with Revolut. But as it was, Revolut wasn't aware of his conditions, and it didn't have any interactions with him during the scam where I think it could reasonably have identified that he was vulnerable. So, I can't conclude that Revolut ought to have taken Mr D's conditions into account in deciding whether to intervene further in the payments, or that it should have done anything differently here due to Mr D's conditions.

Overall, I don't think Revolut ought reasonably to have done anything else here to prevent Mr D from making the payments.

#### Could Revolut have done more to recover the payments?

The payments were made by debit card, and as such once they had been authorised there's no mechanism for Revolut to recall or cancel them, even in a pending state.

It's possible to dispute a debit card payment through a process called chargeback, which can sometimes be attempted if something has gone wrong with a debit card purchase, subject to the relevant card scheme's rules. Revolut didn't raise chargebacks when Mr D disputed the payments, but I'm satisfied that there would have been little prospect of

chargebacks being successful here. I say this because I've concluded the payments were authorised by Mr D, and because the payments were made to an electronic money services provider which likely provided the service in transferring the funds.

I'm sorry to disappoint Mr D as, understandably, he feels strongly about what's happened here. As the victim of a cruel scam, I can see why he'd think he should get his money back. But I've not found that there are any grounds for me to direct Revolut to refund the disputed payments to him.

### **My final decision**

My final decision is that I'm not upholding Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 March 2026.

Helen Sutcliffe  
**Ombudsman**