

## **The complaint**

A limited company Z complains that Revolut Ltd didn't do enough to prevent the loss it suffered when it sent money to a Revolut account as the result of a safe account scam.

Mr N, Z's director has brought the complaint on its behalf and has used a representative when doing so. But for ease of reading, I'll mostly just refer to Mr N, when I mean his company Z or the representative.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here. In February 2023 Mr N was the victim of a safe account scam. He describes how he was called by scammers impersonating his banks. Mr N says around this time he had unrecognised transactions on his account and so was expecting to be called.

Ultimately having moved funds between different accounts he was in control of, Mr N sent a payment from Z's account with its bank 'C' to an account held with Revolut. The payment was for around £37,600 and was sent on 27 February 2023.

Mr N believed at the time that his accounts had been hacked and he needed to move the money to a new safe account that had been set up for him. When Mr N realised he'd been the victim of a scam, he reported it to all the banks involved. Beyond around £30 that Revolut recovered from the account and returned to C, Mr N didn't receive further redress.

One of our Investigators considered Mr N's complaints about Revolut and C and recommended they should be upheld. In a broad summary he felt that C could have prevented all Mr N's loss and Revolut should have prevented around £18,000 of the loss. So he recommended that Revolut pay around £9,000, that being its share of the amount both C and it should've prevented.

Mr N provisionally accepted this outcome but Revolut didn't. As agreement couldn't be found, the complaint was passed to me to decide. I've also considered another complaint about bank 'L' from where Mr N transferred funds into C, prior to them being sent on to the Revolut account. In December 2023 I issued a provisional decision in which I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*As I've mentioned, I'm currently considering complaints about L, C and Revolut in linked circumstances. But this decision solely relates to the actions of Revolut.*

*I've considered Revolut's actions when opening the account that went on to receive Mr N's funds. I've seen proof of identity documentation that was taken at the time from the accountholder. And there is nothing to persuade me that Revolut knew, or reasonably could have foreseen that the account they were opening would later go on to be used in*

*connection with a fraud or scam.*

*I've also looked at the activity on that account both before and after the arrival of the funds. Prior to the arrival of Mr N's funds there was nothing suspicious or unusual such that I'd have expected Revolut to have done more. Revolut have also confirmed that the only report of fraud they received in relation to this account was the one relating to Mr N's payment.*

*Once Mr N's funds had been credited to the account, they began to be spent. This took the form of transfers to existing payees and a debit card payment. The account that received the funds was a business account in the name of a limited company. The account was relatively recently opened (a few months previously) and from the information gathered during the opening process Revolut was expecting a turnover in the hundreds of thousands of pounds per year in this account.*

*So when the account received a credit for over £37,000 from Mr N, I can't say this is something that would have been unexpected or ought to have prompted Revolut to have done more before applying the credit to their customers' account.*

*Revolut should do what it can to try to prevent fraud, scams and the misappropriation of funds. But there is obviously a balance to be struck between being alert to the potential of fraud and allowing customers ready access to funds in their accounts. It isn't reasonable or possible to expect Revolut to be involved in every transaction.*

*The way in which the funds left the account was through a series of payments that took place in a short space of time. However, beyond the frequency of the payments, there was nothing else unusual about the one debit card payment and the other transfers to existing payees. And in the context of what was expected for this particular account, I don't think Revolut unreasonably missed an opportunity to intervene in such a way that it would have prevented Mr N's loss (or a part of it). I'm also satisfied that Revolut responded appropriately to the notification from C. And by that time, only £33.42 remained in the account, which is the amount that was returned.*

*Overall, in the circumstances of this complaint, I don't think Revolut reasonably should have prevented Mr N's loss and so I'm not intending to direct that more needs to be done to resolve this complaint."*

Mr N responded to say he didn't accept this decision but didn't raise any further points. Revolut responded and said they had nothing further to add.

### **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.

As neither party had any further comments or evidence for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Z to accept or reject my decision before 14 February 2024.

Richard Annandale  
**Ombudsman**