

## **The complaint**

Mr Y complains that Revolut Ltd hasn't fully refunded him for the losses he incurred when he fell victim to fraud.

## **What happened**

The facts of this complaint are well known to both parties, so I won't repeat the full details here. The key facts are:

- Mr Y received a message purportedly from Revolut asking him for some personal details which he provided. A couple of days later he received a call, also purportedly from Revolut, to prevent an unauthorised transaction from taking place. During this time Mr Y shared details, including his authentication codes. It transpired Revolut had not contacted him, and he had been tricked into providing account information by fraudsters. Money was moved from his credit card account into his Revolut account and subsequently transferred out to a fraudster. Money was also lost from other accounts Mr Y held.
- Mr Y has told us a total of £6,100 was transferred from his credit card account into his Revolut account. A total of £6,322 was then transferred from Revolut to the fraudster. Mr Y also told us in his email of 12 December 2020 that he had already recovered the £6,100 from his credit card provider and so his net loss was £222.
- Through our service Revolut offered a full refund of £6,322 plus 8% simple interest, not realising there had already been chargebacks on the account totaling £3,700. Mr Y accepted the offer. Revolut then realised its error and revised its offer to £2,622 plus 8% simple interest.
- Mr Y is unwilling to accept the revised offer as he considers the previous offer made to be legally binding.
- Our investigator concluded Revolut is only required to refund £222 as Mr Y has already been refunded the remainder.

Mr Y has asked for the matter to be referred to an ombudsman as he still considers the original offer to be legally binding. This is despite Revolut standing by its offer to refund £2,622 plus 8% simple interest, following the investigator's findings.

## **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.

Although I have only summarised the findings and arguments above, I would like to reassure both parties that I have read and considered everything provided. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- There is no dispute that Mr Y fell victim to fraudsters. Revolut has agreed to reimburse Mr Y and so I don't need to consider whether Mr Y is entitled to a refund. The only matter left for me to decide is the amount that Revolut should reimburse.

- Mr Y has told us that he has already recovered his losses of £6,100 from his credit card company and so his net loss is £222 – the additional amount transferred from his Revolut account. I agree this is Mr Y's net loss – it is the only amount that is yet to be refunded to him as a result of the unauthorised transactions.
- Mr Y considers he entered into a legally binding contract when accepting Revolut's initial offer of £6,322. However, it's my understanding that where there is no meeting of minds, or a mistake has been made, a contract isn't considered legally binding. It's clear here a mistake was made, as Revolut didn't take into account the chargebacks that had already occurred when making its offer. And it isn't clear it was aware Mr Y had already received almost a full refund from his card provider. I'm therefore not persuaded the offer is legally binding as Mr Y argues.
- But even if I'm wrong about that, I'm only required to take the law in account, I'm not required to follow it; I can depart from the law if it is fair and reasonable to do so in the circumstances of the case. I'm satisfied it would be unfair to require Revolut to reimburse funds that Mr Y has already had reimbursed by his card provider. That would put him in a much better position than he would have been had the fraud not occurred. That isn't our approach to these types of losses and I'm not persuaded it would be fair here.
- As Mr Y's only outstanding loss yet to be reimbursed is £222, that is the only amount I require Revolut to reimburse, with 8% simple interest per annum from the date of the loss to the date of settlement. To that extent the offer made by Revolut is far more generous than what I require it to do. So I leave it to Mr Y to decide whether or not, on reflection, he'd like to accept it.

For the reasons given, I don't find it fair to ask Revolut to stand by its original offer.

### **My final decision**

For the reasons given, I require Revolut Ltd to reimburse Mr Y £222 and add 8% simple interest per annum on that sum from the date of loss to the date of settlement.

If Mr Y wishes to accept the higher offer made by Revolut Ltd, of £2,622 and 8% simple interest per annum, and it's still open for acceptance, he will need to contact Revolut directly – it does not form part of my award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 27 August 2021.

Claire Hopkins  
**Ombudsman**