

## **The complaint**

Mr R complains about Revolut Ltd.

He says that Revolut should have stopped payments he made to a gambling website based in Sierra Leone and that Revolut should have used the chargeback facility to retrieve the funds after he was offered a refund as he wasn't able to play the games due to territorial issues.

## **What happened**

In October 2022, Mr R made a number of payments totalling £11,550 to an online website offering gambling games. The website was based in Sierra Leone.

Mr R is unhappy that Revolut allowed the transactions to go through, he says that as he had a gambling block on his account the transactions should have been stopped, and that Revolut should have contacted him given the number and value of the transactions.

Mr R also complains that he wasn't able to utilise the money that he sent to the gambling site, as he was unable to play any of the games offered due to territorial issues. He wants Revolut to refund him via the chargeback scheme as he was promised a refund from the merchant which he has not received.

Revolut didn't uphold Mr R's complaint. It said that while the gambling block was active on Mr R's account at the time the transactions were made, it didn't stop these transactions because the merchant code used by the provider of the gambling facilities was not one which was connected to gambling and was also based overseas.

It did raise chargebacks on behalf of Mr R, but only some of these were successful – the others were rejected by the company Mr R paid.

Unhappy, Mr R brought his complaint to this Service.

Our Investigator looked into things but didn't think that the complaint should be upheld.

He said there was nothing Revolut could have done to prevent the payments that left Mr R's account, and that Mr R raised the chargeback requests as per Mr R's instructions – and so hadn't done anything wrong.

Mr R asked for an Ombudsman to review his complaint, so it has been passed to me to make a final 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've decided not to uphold Mr R's complaint for broadly the same reasons as our Investigator. I know that Mr R will be disappointed with this, so I'll explain why.

Mr R has made two main points as part of his complaint, so I will deal with them separately.

### *Should Revolut have prevented the payments Mr R made?*

Mr R has explained that he had registered his details with two agencies which are designed to support people who compulsively gamble, and that he also had a gambling block placed on his account with Revolut at the time the payments were made. He also says that the frequency and amount of the transactions should have prompted Revolut to intervene and stop him from making the payments.

The agencies with which Mr R was registered are not part of Revolut, so it wouldn't be responsible for them not working correctly - however, as the site Mr R was using was not set up as a gambling site as explained below, I don't think that these agencies would have been able to prevent Mr R from making the payments anyway.

I also don't think that Revolut is at fault for allowing the payments to leave Mr R's account.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, and in accordance with the Payment Services Regulations and the terms and conditions of the customer's account Mr R authorised the payments in question here.

While I understand that Mr R feels that Revolut should have got in touch with him about the payments – I don't agree. They weren't made as part of a fraud or scam, and Mr R wanted to make the payments at the time.

I also don't agree that the payments were so unusual that Revolut should have got in touch with Mr R for any other reason. It appears that he was topping up his account on a regular basis in order to fund the payments he was making, and while the amounts did total a significant amount of money, individually the payments were not so high as to be seen to be putting Mr R at risk of financial harm, for example becoming overdrawn or unable to pay for other expenses. It seems as if the account was opened with the intention of making such payments away from Mr R's usual current account as there is none of the normal activity, I would expect to see on an everyday account.

I do understand Mr R had a gambling block on his account with Revolut which was in place and working at the time of the transactions – however the website Mr R was using was not based in the UK, and the merchant code used was not linked to gambling. So, this wouldn't have been picked up by Revolut – and I don't see how else it could have known that the payments were in fact going to a gambling site as it can't manually monitor every transaction.

So, taking everything account, I don't think that Revolut has done anything wrong by not preventing the payments from being made.

### *Chargeback*

In certain circumstances, when a cardholder has a dispute about a transaction, as Mr R does here, Revolut can attempt to go through the chargeback process. Chargeback isn't a right, but this service does consider it good practice to raise a chargeback, if within the time limits and if there is a reasonable prospect of success.

The second part of Mr R's complaint is that Revolut was not successful in returning all of his funds through the chargeback process when he asked it to do so.

There were two options for raising a chargeback request – the first covers fraud and scams (which doesn't apply here), and the other covers disputes. The chargeback for disputes covers things such as goods or services not provided, duplicate charges for the same purchase, a refund was promised by the merchant (for example a cancelled purchase) but not received, a subscription fee was charged after the customer has cancelled it or an ATM did not dispense cash either fully or partially. A customer can then add further information.

Revolut has provided a copy of one of the chargeback requests Mr R completed, and I can see that he told it:

*'I have uploaded images of successful deposits and then an error constantly telling me that I cannot play the games and are not available from my country, and so therefore this is why I joined to play these games and if they are not available in my country I should be getting a refund because I am not receiving the service that I have joined for.'*

In my mind, this is an accurate reflection of what has happened here.

Mr R says that Revolut should have requested the chargeback under the reason 'refund not received'.

However, while I know that Mr R says that he was promised a refund from the merchant and has provided screen shots which he says support this – I don't think that what he has provided shows that he was provided a promise of a refund from the merchant.

One of the screen shots he has provided appears to have been from a different online casino than the payments were made to, and the copy of another transcript provided says that a refund request has been made – but not that it has been agreed.

So, even if Mr R had added that he was promised a refund which hadn't been received, I don't think that he would have been able to prove this was the case – and even if he was able to evidence this, the merchant can still dispute the chargeback, and as I've explained a chargeback isn't a right.

I understand that some of the Chargeback requests were successful – but this is because the merchant didn't dispute them – and it doesn't mean that Revolut should refund him the rest of the money he had paid, it means that the merchant didn't challenge the chargeback.

In summary, I don't think that Revolut has done anything wrong here. So, I won't be asking it to do any more than it has done already.

I do understand that Mr R has been deprived of access to his funds, but this is not the fault of Revolut, and ultimately, this is a dispute between Mr R and the merchant in question.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 December 2023.

Claire Pugh  
**Ombudsman**