

## **The complaint**

Ms A complains that Revolut Ltd didn't proceed with her chargeback.

## **What happened**

On 21 December 2023, Ms A was locked out of her flat and contacted a locksmith. She was quoted a price of £75. When the locksmith arrived, she said he was intimidating and unprofessional and knowingly destroyed two locks that she had asked him to avoid. The next day she found that the locks installed were basic locks and not British standard locks. She said he charged her £600 which she said she couldn't afford but he became aggressive and so she paid as she felt vulnerable. Ms A then says that for safety reasons she had another locksmith visit to replace the locks with British standard locks at a cost of £223. She wants the £600 she paid refunded.

Revolut issued a final response dated 5 January 2024. It said that Ms A's chargeback didn't meet the criteria set out in the scheme rules and so it wasn't able to help further with her dispute.

Ms A didn't accept Revolut's response. She said she had provided evidence to support her case. She said the first locksmith made false claims to justify a high price which he forced her to pay through intimidation. She referred her complaint to this service.

Our investigator didn't uphold this complaint. She said that the chargeback scheme rules had been followed by Revolut and as the transaction was for goods / services that were provided there wasn't a reasonable chance of the chargeback being successful. She noted that Ms A paid using her debit card and so section 75 of the Consumer Credit Act 1974 wasn't relevant in this case.

Ms A responded to our investigator's view. She reiterated that the locks initially installed weren't British standard locks.

Our investigator provided a second view. She explained that she wasn't able to consider the actions or services of the initial locksmith but only the actions of Revolut and whether it did enough in response to Ms A's dispute. She noted Ms A's comment about the locks not being British standard locks but said there wasn't enough evidence to say that the locks installed weren't as described.

Ms A said that she shouldn't be required to provide an independent report stating that the initial locks weren't British standard locks and she had provided enough evidence to show this to be the case. She said the initial locksmith wasn't responding to her.

## **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.

I am sorry to hear of the experience Ms A had when she needed to change her locks after

being locked out of her flat. I can understand how upsetting it would have been to have felt intimidated by the locksmith carrying out the work and I note she felt she needed to take action to replace the locks that had been installed. However, as our investigator has explained, I cannot comment on the actions of the locksmith as this is outside of our remit. Instead, this decision is about whether Revolut took the action it should have, and treated Ms A fairly, in response to her disputed transaction.

Ms A made a payment for £600 on 21 December 2023 for her locks to be replaced. The payment was made using her debit card and so while a chargeback can be considered, section 75 isn't relevant in this case. Ms A completed a chargeback form on 23 December 2023, saying that locks were destroyed that didn't need to be and that the locksmith wasn't trustworthy, so she had been forced to replace the locks for a second time. Based on the information provided, Revolut considered whether a chargeback should be raised.

Chargeback is the process by which settlement disputes are resolved between card issuers and merchants under the relevant card scheme. Revolut has to decide whether or not to raise a chargeback based on the card issuer's rules. This is a voluntary scheme, and it isn't unreasonable for a chargeback not to be raised if there wasn't a reasonable chance of success. In this case, Revolut said that under the scheme rules services must be cancelled in order for the customer to be eligible for a refund and since this didn't happen, and the service was provided in full to Ms A, it wasn't able to proceed with her claim.

Ms A has said that the chargeback should have been considered under the reason code '*goods faulty or not as described*' as she said it was identified after the locks had been installed that they were basic locks and not British standard locks. I understand the concern that Ms A has raised, but I do not have enough evidence about the locks that were requested by Ms A compared to what was installed to say whether these were as described or not. And as the locks were installed for Ms A, and I haven't evidence that they were faulty, I do not find I can say that Revolut was wrong not to continue with the chargeback.

I understand that my decision will be disappointing for Ms A, and I do not underestimate the upset she was caused. But this decision is about the action Revolut took in response to Ms A's chargeback and in this case, I find that based on the evidence provided, it didn't act unreasonably, or treat Ms A unfairly, by not pursuing the chargeback.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 20 November 2024.

Jane Archer  
**Ombudsman**