

The complaint

Miss H complains that Revolut Ltd did not refund transactions she says she did not authorise.

What happened

Miss H says she was contacted by an individual claiming to be from a third-party bank she has a current account with, I'll call this bank 'X' for the purposes of this decision. She says the call appeared to come from a number associated with X. They said her accounts had been compromised and she needed to move her funds to a safe account. Miss H says she downloaded the Revolut App and an account had already been opened for her, she just had to choose a password which she did not disclose to anyone else.

Soon after this, Miss H says the fraud team from X contacted her to let her know she had been the victim of fraud, and it was at that point she realised the initial contact from X was actually a scammer. She says that she refreshed her Revolut app and saw the balance had reduced to zero, and three card payments had been made that she did not authorise, to a company she did not recognise. These payments were as follows:

- £1,100
- £730
- £500

Miss H raised a chargeback claim for the card payments, which is a voluntary scheme run by the card issuers, in this case Mastercard. However, Revolut explained they could not raise a chargeback claim as there was no evidence of fraud on the account, and instead the evidence suggested Miss H had authorised the card payments herself.

Miss H referred the complaint to our service and our Investigator looked into it. They explained that the evidence suggested Miss H had authorised the transactions herself, as biometrics of face ID was used to unlock the app to authorise the payments in question, and only one phone which matched Miss H's device was used to access the Revolut app.

The Investigator reviewed the payments under the relevant rules and guidance for authorised push payment scams which apply when payments have been authorised by the account holder. Having done so, they felt Revolut took reasonable steps in the circumstances, and they did not think Miss H was due reimbursement.

Miss H and her representative did not agree with the findings. In summary, they felt Miss H had been coerced into transferring the money and they had questions about where the funds had gone to.

As an informal agreement could not be reached, the complaint has been passed to me for 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.

I have firstly considered whether or not Miss H authorised the card payments in question. Generally, Revolut is able to hold Miss H liable for the disputed transactions if the evidence suggests it's more likely than not that she made or authorised them herself. This position is confirmed in the Payment Service Regulations 2017 (PSRs) and the terms and conditions of the account.

From what I've seen, the payments were made using the genuine card details for the Revolut account. While this is important, it isn't enough on its own to say Miss H is liable for the transactions. Revolut also has to show it's more likely than not that Miss H herself made or otherwise authorised the transactions.

I've reviewed the evidence provided by Revolut, which shows the card payments were all verified using 3DS approval. This means there would have been a push notification to the Revolut app connected to Miss H's account asking for approval in the app, which could be completed by passcode or biometric authentication.

Miss H has said she thinks the scammers had access to the Revolut app, however she has also said she did not share the password for the account. It should be noted that a Revolut account is typically linked to a specific mobile phone device when it is set up. Miss H has said she set up the account on her phone, though her version of events has changed slightly from her setting it up herself, to her being guided on how to do so, to the account already being set up when she downloaded the app, but in each version of events the app has seemingly been linked to her phone. And it should be noted the device that Revolut has confirmed is linked to the account matches the make and model of mobile phone that Miss H owns. With this in mind, I think it is more likely Miss H's own device is the phone linked to the account.

Revolut has also provided evidence to show that when the card payments in question were made, the 3DS approvals were completed by biometric authentication. In this case, this was completed by face ID, which would have been set up when the account was created. As I'm satisfied the account was linked to Miss H's mobile device, I therefore think it is more likely the face ID used to authorise the payments matched Miss H's. I therefore think it is reasonable that Revolut held Miss H liable for the transactions as the evidence suggests she authorised the payments herself.

Revolut explained that it was unable to raise a chargeback claim for the card payments. As mentioned previously, the chargeback scheme is voluntary and run by the card issuers and not Revolut and there are strict rules that must be followed in a chargeback claim. As Miss H had said she did not authorise the payments, the relevant chargeback code would be 'fraud', but this is only relevant where a consumer did not authorise the payments in question. As Revolut could find no evidence of an account take over, and the evidence they did have instead suggested Miss H authorised the payments herself, I think it is reasonable that they did not raise a chargeback claim in the circumstances.

The final thing I need to consider is if there were any other grounds for Revolut to intervene in the payments. The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether

Revolut did enough to try to keep Miss H's account safe.

I can see that Revolut did intervene on the initial payment of £1,100 as it was flagged as a potential scam payment. I can see they sent an e-mail containing a link to relevant scam warnings to Miss H's registered e-mail address, which is the same e-mail address she has provided our service with. Miss H has said she did not receive this e-mail but has said she received other e-mails from Revolut. So, I see no reason why this one would not have been received. Miss H was asked if she was being guided when making the payments, to which she selected 'no'. She was then asked what the payment was for, and she selected 'something else'. After being shown some scam warnings, she was asked if she wanted to unblock the payments, which she said yes to.

On balance, I think the actions taken by Revolut in the circumstances were reasonable and a proportionate response to the risk level the payment posed. The transaction was of a relatively low value though I do appreciate the loss was significant to Miss H. It was going to a known cryptocurrency exchange and it's likely this is why the payment flagged. However, the answers Miss H gave to the questions did not raise any additional concerns, so I don't think Revolut needed to take any further actions once Miss H asked for the payment to be unblocked. And I therefore do not think Revolut missed an opportunity to meaningfully reveal the scam at the time.

I appreciate the strength of feeling Miss H and her representative have about this issue, and the questions they have raised about where the funds went to. I want to acknowledge that Miss H has fallen victim to a cruel scam, however, this case is against Revolut and I've explained above why I feel their actions were reasonable in the circumstances of this case. And I therefore do not think they need to take any additional steps to remedy this complaint.

My final decision

I do not uphold Miss H's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 April 2025.

Rebecca Norris

Ombudsman