

## The complaint

Mr T complains that Revolut Ltd won't refund transactions he didn't make or otherwise authorise.

## What happened

The full details of this complaint are well known to both parties, so I'll only provide an overview of what happened and focus on giving my reasons for my decision.

Mr T fell victim to an impersonation scam. He was looking to purchase a transit visa and phoned a company he'd found online. Unfortunately, the company wasn't genuine. He says he gave his card details over the phone and approved a transaction for £25 in his Revolut app when prompted. But four payments totalling just over £3,300 were taken instead.

Revolut declined to refund the payments on the basis that each transaction was 3DS verified in its app, and the transactions didn't have chargeback rights.

Our Investigator didn't uphold Mr T's complaint. They said that although it was the scammer who gave the payment instructions using Mr T's card details (which he'd shared), he confirmed each transaction in his app. So, Revolut could consider the payments as authorised. The Investigator also concluded that there weren't sufficient grounds for Revolut to think that Mr T was at risk of financial harm from fraud. So, it wasn't at fault for processing the payments. In relation to recovery of funds once the payments had been processed, the Investigator considered it was unlikely that a chargeback would have been successful.

Mr T disagreed with the investigator's findings and asked for an ombudsman's decision on the matter.

## 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'd like to start by reassuring Mr T and Revolut that although I've only provided an overview of what happened, I have read and considered everything that has been submitted to this office in its entirety.

It's not in dispute that Mr T fell victim to a scam. As he says he didn't authorise the disputed payments, the relevant law here is the Payment Services Regulations 2017 (PSRs). The starting point is that Mr T would generally be liable for authorised payments, and, with some exceptions, Revolut would generally be liable for unauthorised payments.

### Has Revolut acted fairly in treating the disputed payments as authorised?

From the technical evidence that Revolut has provided, the payments were correctly authenticated using Mr T's card information, and account audit shows that stronger authentication (3DS) was completed in his Revolut app on each occasion. The evidence also

shows that only one device was linked to Mr T's app at the time of the payments, and it belonged to Mr T.

Authentication alone isn't enough to consider a payment authorised. To consider a payment authorised, the PSRs explain that Mr T must have given his consent to the execution of the payment transaction – and that consent must be in the form, and in accordance with the procedure, agreed between him and Revolut.

In other words, consent happens when Mr T completes the steps agreed for making a payment. It's also possible for someone else to act on Mr T's behalf and complete these agreed steps. And for the purposes of whether a payment is authorised, it doesn't matter if Mr T was deceived about the purpose or amount of the payment.

To establish the agreed form and procedure, I've reviewed the terms and conditions that Revolut has referred us to. They simply state that Mr T can consent to payments by using his Revolut card.

Mr T has told us that he gave his card details to the third party for the purpose of making a payment. And while he disputes the amount in question, he does recall approving a transaction in his Revolut app. As Mr T understood that by approving the transaction a payment would leave his account, under the PSRs, that payment would be considered authorised. While I acknowledge that Mr T didn't mean to send money to scammers, his intention in the situation isn't a consideration under the PSRs. The test here is whether he consented to the payment.

Mr T says he only approved one payment in his Revolut app, yet four payments debited his account. I accept that Mr T didn't intend to give consent to the scammer to make multiple payments, and it's possible that the scammer used the card details previously provided to initiate the remaining three payments. But the technical evidence Revolut has provided shows that Mr T did complete 3DS authentication on each occasion by approving the payment transaction in his Revolut app.

By approving the transactions in this way, Mr T made a representation to Revolut that he consented to those payments. And having reviewed the stronger authentication screen that he would have been presented with, I think it's clear that the purpose of completing it is to approve a payment leaving his account. This is because it says, "confirm your online payment", and specifies the name of the merchant as well as the payment amount that will be taken. The options are to "confirm" or "reject". Here, Revolut has shown that Mr T selected "confirm". Given the clarity of the content, I think it was both fair and reasonable for Revolut to rely on this representation and treat each payment transaction as authorised.

So, in the circumstances of what happened here, I don't think Revolut hasn't acted unfairly in treating all four payments as authorised. And so, as a starting point, Mr T would be considered liable.

*Is there any other reason it would be fair for Revolut to be held liable for the disputed payments?*

Revolut has a duty to act on authorised payment instructions without undue delay. However, there are circumstances when it might be appropriate for Revolut to take additional steps before processing a payment. Such as when there are grounds to suspect that the payment presents a fraud risk. That might occur when a payment is significantly unusual or uncharacteristic compared to the normal use of the account.

I've considered when the disputed payments were made, their value and who they were made to. Having done so, I don't think Revolut should reasonably have suspected that the transactions might be part of a scam such that I consider it should have made enquiries before processing them. I do appreciate that the disputed amounts, both individually and in total, are not insignificant to Mr T. But there's a balance to be struck between identifying payments that could potentially be fraudulent – and then responding appropriately to any concerns – and ensuring minimal disruption to legitimate payments.

Once the payments were processed, Revolut wouldn't have been able to stop the funds from leaving Mr T's account. As the payments were made using a debit card, I've considered whether Revolut should have raised a chargeback, and whether it would likely have been successful, once it was notified of the scam. Revolut has said that Mr T didn't have chargeback rights because the payments were approved via 3DS. It is correct that a payment approved this way doesn't have grounds for a chargeback on the basis that it was unauthorised.

I've considered whether a chargeback could have been raised on a different basis, for example, goods or services paid for but not received. But it's a common feature of the scam Mr T has described that goods or services are provided, just not to the payer given they're for the scammer's benefit. So, on balance, I don't think it's likely that Mr T could have recovered his funds in this way and the merchant would have been able to demonstrate it had supplied goods or services as requested (by the scammer). I understand that Mr T has since had a partial refund from the merchant involved. This could be because the scammer partially cancelled the original purchase.

I recognise that this will be disappointing news for Mr T, not least because of how long this complaint has been ongoing. But overall, I'm satisfied that it's fair for Revolut to have deemed the payments as authorised and I'm not persuaded it is at fault for failing to prevent Mr T's losses. So, while I appreciate that he's a victim here, I won't be upholding his complaint against Revolut.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 December 2025.

Gagandeep Singh  
**Ombudsman**