

## The complaint

Mr H is unhappy that Revolut Ltd (“Revolut”) won’t refund him the money he lost after he fell victim to a scam.

## What happened

The background to this complaint is well known to both parties, so I won’t repeat it in detail here. But in summary, I understand it to be as follows.

In or around October 2024, Mr H was browsing online for some flights when he saw some that interested him. He’s said that he completed an enquiry form and was subsequently contacted by somebody who he thought was from a genuine travel agency. Mr H carried out some checks on the company and, having not seen anything concerning, went ahead and made the following card payments from his Revolut account, to purchase flights.

| Date            | Payment type | Amount           |
|-----------------|--------------|------------------|
| 12 October 2024 | Card         | £819.86          |
| 12 October 2024 | Card         | £802.19          |
| 14 October 2024 | Card         | £795.27          |
|                 | <b>Total</b> | <b>£2,417.32</b> |

But unknown to him at the time, Mr H was dealing with fraudsters. Mr H has said he became suspicious when he was told he could have an upgrade for no extra cost, but was asked to send nearly £2,000, which would then be refunded to him.

Mr H raised the matter with Revolut, but it didn’t uphold his complaint. In summary, it said in line with the chargeback rules set by the card scheme provider, there weren’t valid grounds to raise successful claims.

Unhappy with this response, Mr H referred his complaint – about Revolut’s decision not to refund him – to this service. One of our Investigators looked into things, but didn’t think the complaint should be upheld. In summary, it was our Investigator’s view that a chargeback would have been unsuccessful and there were no other grounds on which she thought Revolut would be liable to refund Mr H the money he lost.

Mr H didn’t agree with our Investigator’s view. In summary, he didn’t think Revolut had acted in accordance with its obligations under the chargeback rules.

As agreement couldn’t be reached, the complaint has been passed to me for a 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 agree with the outcome our Investigator reached and broadly for the same reasons. I'll explain why.

I'm very sorry to hear about what's happened to Mr H. It's always an upsetting experience to lose money to a scam, and I can understand why he wants to recoup the money he has sadly lost.

I've considered whether the payments should be treated as authorised, in line with the relevant regulations – the Payment Services Regulations 2017 (PSRs). In broad terms, as set out in the PSRs, a payment would be deemed authorised if the account holder completes the agreed steps to make a payment – or gives someone else access to complete those steps on their behalf.

I'm satisfied the payments Mr H made were authorised. While I know Mr H was being tricked, he provided his card details to the scammer, and completed the 3DS screen in the Revolut app, for the purpose of allowing them to take the payments. Mr H knew the steps he took would allow the payments to be taken at that point, meaning they would be deemed to be authorised. As such, Mr H would generally be liable for the payments in the first instance.

But as a matter of good industry practice, where there are grounds to suspect that the payment instruction might be likely to result in financial detriment to a customer through a fraud or scam, then I'd expect a payment service provider to delay executing the instruction until it can reassure itself that such harm will not result.

With this in mind, I've considered whether the payments Mr H made were ones Revolut should have had particular concern about. In doing so, I'm mindful that payment service providers, such as Revolut, process a high volume of transfers and transactions each day. And a balance has to be struck as to when it should possibly intervene on a payment against not holding up or delaying its customer's requests.

I'm also mindful here that Mr H's Revolut account had been opened less than two months before the disputed transactions. What this means is that Revolut would have had limited historical account activity, upon which to compare the transactions that were being made as part of this scam.

Here, I don't consider there was anything unusual or remarkable about the payments or the amounts that ought to have alerted Revolut to the possibility Mr H was being scammed or was at risk of financial harm. And while I appreciate it was a lot of money to Mr H, given the volume of payments Revolut processes, the amounts weren't so significant that I would have expected Revolut to have carried out additional checks on them.

In the circumstances, I don't consider it remiss that Revolut processed the payments in line with the instructions received without completing further checks.

### *Recovery of funds*

I understand Mr H doesn't think Revolut has met its obligations in respect to the chargeback scheme.

A chargeback is a voluntary scheme run by card scheme providers. It arbitrates on disputes between a customer and a merchant where they haven't been able to resolve matters themselves. The arbitration process is subject to the rules of the scheme – which are set by the scheme providers – and there are only limited grounds on which a chargeback can be raised. Chargebacks raised outside of these grounds are deemed invalid. A chargeback isn't a consumer right – and it might be reasonable for a firm to not attempt a chargeback where

there is limited prospect of success. Revolut isn't obliged to put a claim through just because Mr H requests one. But I'd consider it good industry practice to do so if the claim were likely to succeed.

Here, the way the payments were authenticated (using 3DS) meant the funds couldn't be charged back from the merchants paid on the grounds of fraud. Nor am I persuaded there were any other chargeback reasons, under the scheme rules, that would have been likely to succeed.

Here it appears the payments went to a genuine merchant, who likely provided the expected service (albeit the service was provided to the fraudsters rather than to Mr H). I therefore think it was reasonable that Revolut didn't try to chargeback these card payments – as I don't think the claims would have succeeded.

Mr H has said he was unhappy with the service received when reporting the scam. I can understand that Mr H would have been extremely worried about losing his money and so having to explain this through a chat service and then having to wait would have been extremely frustrating.

However, it's important that I recognise the main cause of Mr H's loss and therefore distress, is down to the fraudster. And having looked through the messages and timeline of events I'm satisfied that Revolut responded in a timely way to his query and I don't think its service fell short of what I would reasonably have expected.

I do appreciate how disappointing this will be for Mr H, who has clearly fallen victim to a cruel scam. But in all the circumstances, I won't be directing Revolut to reimburse him for his loss. That's because I'm not persuaded that loss is attributable to a failing by Revolut.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 August 2025.

Stephen Wise  
**Ombudsman**