

The complaint

Mrs K has complained that Revolut Ltd (“Revolut”) hasn’t refunded her for a debit card purchase that was made to a fraudster.

What happened

The background of this complaint is already known to both parties, so I won’t repeat all of it here. But I’ll summarise the key points and then focus on explaining the reason for my decision.

Mrs K has explained that in July 2024 she paid made two transactions of £349.99 and £624.99 for a package holiday to Switzerland using her Revolut debit card. When she received the flight tickets she noticed the personal details of the passengers, as well as the destination, were incorrect. Mrs K is now seeking to be reimbursed the £974.98 she’s lost.

Mrs K raised the issue with Revolut and it raised a chargeback for the transaction, which was declined by the card network as said it had received evidence that the goods were in fact provided as purchased.

Mrs K made a complaint to Revolut, which it rejected on the basis that it had received evidence from the merchant that the tickets provided were correctly sent to the parties whose names were printed on the tickets.

Mrs K remained unhappy so she referred the complaint to this service.

Our investigator considered everything and didn’t think the complaint should be upheld. She explained that although she accepted that MRs K had clearly been scammed, she didn’t think Revolut acted inappropriately by not preventing that from happening. She also didn’t think Revolut had unfairly declined Mrs K’s chargeback, as although Mrs K hadn’t received the tickets for the flights she booked, she was satisfied that the evidence showed the flights had been provided by the legitimate merchant. So she didn’t think Mrs K’s chargeback claim fell within the card network’s rules.

As Mrs K didn’t accept the investigator’s opinion, the case has been passed to me to make 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.

I’m sorry to disappoint Mrs K but having considered everything I’m afraid I’m not upholding her complaint, broadly for the same reasons as our investigator, which I’ve set out below.

In this case I acknowledge that Mrs K purchased what she believed to be genuine tickets for herself, but having examined all of the information more closely, I’m afraid I’m not persuaded that’s the case.

I've firstly considered whether Revolut ought to have been aware that Mrs K might've been being scammed. That's to say, whether it ignored any warnings signs or characteristics about the transactions that might've alerted it that Mrs K was at risk of harm.

Having considered this, I haven't concluded that's the case. Whilst I acknowledge that the two transactions Mrs K made were larger than others she'd made previously, and could've therefore been deemed out of character, given the sizes of the transactions I don't think that alone would've been sufficient grounds for Revolut to decline them to make further enquiries.

It's not uncommon for customers to occasionally make larger transactions, and without anything else to suggest possible fraud, such as an emerging pattern or a high-risk merchant, I don't find that Revolut acted irresponsibly by allowing the debit card transactions to be processed without intervening.

I also note the merchant that the card payments were made to is a legitimate travel booking website – which further persuades me that it was reasonable for Revolut to consider them legitimate. Bearing in mind Revolut knew less about the transactions than Mrs K did, such as the means by which she'd been communicating with the "seller" of the tickets, I don't think Revolut ought to have been concerned Mrs K might've been at risk of being scammed, nor that it ought to have intervened.

Was Revolut wrong to decline Mrs K's chargeback?

A chargeback is a process that allows consumers to dispute a card transaction and request a refund through their bank or card provider. It's typically used when goods or services are not received, are faulty, or don't match what was agreed at the time of purchase.

Chargebacks can also apply in cases of unauthorised transactions or merchant fraud, but they're not a general refund mechanism and can only be raised when there's a valid dispute under the card scheme's very specific rules.

I've seen a conversation between Mrs K and Revolut in which she told it she'd purchased the tickets from a third-party seller ("the scammer") using a messaging app. When the details of the booking were agreed she spoke to the scammer by phone to make payment for the tickets.

It appears Mrs K was unfortunately defrauded into paying for another party's tickets. Evidence provided by the merchant shows the transaction reference linked to Mrs K's debit card number, and evidences that the merchant provided the tickets related to that transaction as it had agreed with its customer (who in this case was the scammer).

Although it's unfortunate that Mrs K was deceived by a scammer and didn't receive the tickets she thought she was buying, the evidence suggests that the merchant fulfilled the order and provided the goods that were paid for. A chargeback isn't designed as a general refund mechanism but is intended to recover funds in cases where goods or services weren't provided as agreed. And as the merchant appears to have met their obligations, Revolut was correct in declining Mrs K's chargeback request, as there was no valid chargeback reason under the scheme rules.

I've seen the extensive correspondence between Mrs K and our investigator about whether Mrs K received the services that were paid for. I note Mrs K's strength of feeling that although her card was used to book the tickets, she didn't personally receive them, which means that she didn't benefit from the purchase.

I understand why this is frustrating to Mrs K but I'm afraid I agree with the investigator that Revolut hasn't acted unfairly by declining the chargeback, even despite the point I've outlined above. In order for a chargeback to have a reasonable chance of success, Revolut would need to evidence to the card network that the goods or services paid for were not provided *at all* by the merchant, as opposed to not provided *to the cardholder*. The evidence I've seen persuades me that the flights were provided by the merchant, albeit not to Mrs K, and unfortunately that means the dispute falls outside of the chargeback rules.

Whilst I fully accept Mrs K has been the victim of a cruel scam here, I need to decide whether that was the result of something Revolut did wrong – or something that it should've done and failed to do. But as I've set out above, the only perpetrator here is the scammer, who fraudulently used Mrs K's debit card to pay for flight tickets, albeit not Mrs K's tickets. Revolut wouldn't have known this was happening, in the same way as Mrs K didn't, so I can't place the blame on Revolut for not preventing it, nor for declining the chargeback.

I've seen Mrs K's comments about the merchant's obligations and whether or not it acted in good faith by providing transparent and accurate information. Whilst Mrs K may wish to contact the legitimate merchant directly to raise this issue, I'm afraid I can't comment on it, as that sector falls outside of my remit as an ombudsman. I can only consider complaints against financial businesses regulated by the Financial Conduct Authority ("FCA").

I'm very sorry that Mrs K has fallen victim to this scam and I do understand that my decision will be disappointing. But for the reasons I've set out above, I don't hold Revolut responsible for that.

My final decision

I don't uphold Mrs K's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 25 April 2025.

Sam Wade
Ombudsman