

The complaint

Miss H complains Revolut Ltd hasn't refunded payments she lost to a scam.

What happened

In March 2024, Miss H received a call saying her bank account had been compromised, and she needed to move her funds elsewhere to keep them safe. On the instructions of the caller, who was in fact a scammer, she set up a Revolut account and started moving funds to it. Miss H then says the money was gone from her Revolut account and she saw two card payments had been made by someone else.

Miss H raised the disputed transactions with Revolut and raised a complaint when it didn't refund her the money. It said she'd authorised the payments. Miss H then came to our Service, but our Investigator reached the same conclusion, so Miss H asked for an Ombudsman to review her case.

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.

The starting position in line with the Payment Services Regulations 2017 ("PSRs"), the relevant legislation here, is that Miss H is liable for payments she's authorised, and Revolut is liable for unauthorised payments.

For a payment to be regarded as authorised, the PSRs explain what steps must be completed. They set out that the payer (Miss H) must have given their consent to the execution of the payment, or a series of payments. And this consent must be given before, or if agreed between parties, after the payment; in the form, and in accordance with the procedure, agreed between the payer and the firm; and can be given via the payee or a payment initiation service provider.

In this case, Miss H has explained she had no part in and didn't agree to making the payments that left her account. She accepts she shared her card details with the scammer, as she was tricked to do so, but says she didn't approve the payments. As above, the PSRs set out that consent is given by three things – the key one here being that consent must be given in line with what has been agreed between Miss H and Revolut. So that is what I need to consider.

Revolut's terms and conditions set out that it will consider card payments authorised unless Miss H says the money was stolen or it didn't correctly carry out her instructions. The payment was initiated on the merchant's website and as Miss H has confirmed she shared her card details as part of the scam, I'm persuaded it was the scammer and not Miss H that initiated this payment. Revolut however says that Miss H was presented with a pop-up in her Revolut app that detailed the payment requested and required her to either "Confirm" or "Reject" the payment. And the data it holds shows Miss H confirmed it, so it considers this was her making a representation to it that she was consenting to this payment being processed.

It says that by clicking confirm, as its technical data shows she did at the time of the payment, she was giving her agreement to the payment – so indicating the funds weren't being stolen. And as she did this and gave her consent, it has correctly followed her instructions by processing this payment. So in line with the terms, it is authorised.

I've reviewed the technical data Revolut has presented. Miss H accepts setting up this account herself and doing these steps on her own device. She says the scammer explained what to do over the phone but didn't have access to her phone to do anything on it. Revolut's records show only one device was registered on this account and that the same device was used for both the setup of the account and approving the payments now in dispute. And I can see the breakdown of how the payments were approved using stronger authentication. So while Miss H says she didn't do this, I am persuaded by the data we hold that she did.

I recognise how strongly Miss H feels about this case and the amount of money lost. But I am placing more weight on Revolut's technical data than her testimony. Miss H accepts setting up the account and topping up the Revolut account herself with these funds, so it was her in the app at the time of the payments. And there's no evidence anyone else had access to press "Confirm" but I can see this option was required and selected. So I think Revolut acted fairly by treating these payments as authorised and not refunding her.

As this was a new account and these are fairly low-level payments, I wouldn't have expected Revolut to intervene on them. And as the funds went to a genuine merchant, I don't consider it ought to have tried to recover them by chargeback. So I'm not asking Revolut to refund Miss H for these payments

My final decision

For the reasons set out above, I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 11 July 2025.

Amy Osborne
Ombudsman