The complaint

Miss R complains that Revolut Ltd won't refund payments she didn't make or otherwise authorise.

What happened

In August 2024, Miss R received a call from someone purporting to be from Revolut. She states the caller knew some of her personal details and mentioned fraudulent transactions on her e-money account with Revolut. The caller proceeded to guide Miss R on protecting her funds and, in that process, she was asked to confirm a transaction in her Revolut app. However, a payment of £1,200 was taken from her account instead.

Revolut declined to refund the payment on the basis that it was verified through stronger authentication (3DS) in Miss R's Revolut app, and the transaction didn't have chargeback rights.

Our investigator didn't uphold Miss R's complaint. They said that although it was the scammer who gave the payment instructions using Miss R's card details, she confirmed the transaction in her app. So, Revolut could consider the payment as authorised. The investigator also concluded that there weren't sufficient grounds for Revolut to think that Miss R was at risk of financial harm from fraud. So, it wasn't at fault for processing the payment. 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.

Miss R 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 Miss R 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.

Is it fair for Revolut to treat the payment as authorised?

It's common ground that Miss R fell victim to a sophisticated social engineering scam. As she says the disputed payment is unauthorised, the relevant law here is the Payment Services Regulations 2017 (PSRs). The starting point is that Miss R would generally be liable for an authorised payment, and, with some exceptions, Revolut would generally be liable for an unauthorised payment.

From the technical evidence that Revolut has provided, the payment was correctly authenticated using Miss R's card information and 3DS was completed in her Revolut app.

But authentication alone isn't enough to consider a payment authorised. To consider a payment authorised, the PSRs explain that Miss R must have given her consent to the execution of the payment transaction – and that consent must be in the form, and in accordance with the procedure, agreed between her and Revolut.

In other words, consent happens when Miss R completes the steps agreed for making a payment. It's also possible for someone else to act on Miss R's behalf and complete some or all of these agreed steps. And for the purposes of whether a payment is authorised, it doesn't matter if Miss R 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 Miss R can consent to payments by using her Revolut card. Here, Miss R didn't use her card – the scammer did. So, I accept that she didn't complete the agreed form and procedure.

That said, I've considered whether there's any other reason why it would still be fair and reasonable for Revolut to treat the payment as authorised.

I've taken into account that Miss R did complete the 3DS authentication by approving the payment transaction in her Revolut app. She's told us she understood that by completing that step, she was confirming a refund of the fraudulent transaction. However, by approving the transaction, Miss R made a representation to Revolut that she consented to the payment. And having reviewed the stronger authentication screen that Miss R would have been presented with, I think it's clear that the purpose of completing it is to approve a payment leaving her 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, Miss R selected "confirm" (albeit under the scammer's advice). Given the clarity of the content, I think it was both fair and reasonable for Revolut to rely on this representation and treat the payment transaction as authorised.

Is there any other reason it would be fair for Revolut to reimburse Miss R?

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 reviewed Miss R's account statements. I've also considered when the disputed transaction was made, it's value and who it was made to. Having done so, I don't think Revolut should reasonably have suspected that it might be part of a scam. I accept that the transaction amount was not in keeping with the general account activity. But it's not that unusual for customers to make one-off large value payments every now and then. Indeed, the account history shows Miss R made a payment for just over £3,300 in April 2024.

I appreciate that the disputed amount is not insignificant to Miss R. But Revolut is an Electronic Money Institution which provides e-money accounts as opposed to current accounts offered by traditional banks. Often, larger amounts are involved. Therefore, in all the circumstances of this complaint, I don't consider Revolut ought to have been concerned when the disputed transaction took place.

Once the payments were processed, Revolut wouldn't have been able to stop the funds from leaving Miss R's account. As the payment was 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 Miss R didn't have chargeback rights because the payment was 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 Miss R has described that goods or services are rendered, just not to the payer (i.e., the victim) as they're for the scammer's benefit. So, on balance, I don't think it's likely that Miss R could have recovered her funds in this way.

I recognise that this will be disappointing news for Miss R, not least because of how long this complaint has been ongoing. But overall, I'm not persuaded that Revolut acted unfairly when it declined to refund her claim. So, while I appreciate that she's a victim here, I won't be upholding her 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 Miss R to accept or reject my decision before 16 September 2025.

Gagandeep Singh
Ombudsman