

The complaint

Mr A complains that Revolut Ltd ('Revolut') won't refund the money he lost to a scam.

What happened

In summary, Mr A says that he had an existing SIM contract and was looking to buy a new phone. He called a number he found online and spoke to someone he thought was from a genuine phone provider (I'll call 'V'). He later discovered he'd connected with a scammer.

He says that, in a call with the scammer, he shared his personal information (including card details) believing he was speaking to V and that this was needed for him to receive his phone. In a later call, he challenged the scammer about earlier payments he'd seen had left his account – and the scammer told him they'd be refunded to him. He realised he'd been scammed when no phone or refunds were ever received. By that time, around £2,280 had been sent from his account in a series of payments between 27 and 30 September 2024.

The matter was reported to Revolut. A complaint was raised and referred to our Service. Our Investigator didn't uphold it. He noted payments had been authenticated in Mr A's Revolut *app*, through the stronger authentication method (3DS). And, given the steps Mr A had to take for that to happen, he thought it was reasonable for Revolut to treat them as authorised. The Investigator also thought the payments were not significantly unusual, so Revolut wasn't at fault for processing them without carrying out further checks.

As the matter couldn't be resolved informally, it's been passed to me to decide.

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.

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

It's not in dispute Mr A was the victim of a scam. As he says the disputed payments were unauthorised, the relevant law is the Payment Services Regulations 2017 (PSRs). And, with some exceptions, the starting point is that Mr A would generally be liable for authorised payments while Revolut would generally be liable for unauthorised ones.

From the technical evidence Revolut has provided, the payments were correctly authenticated using Mr A's card information (which he says he shared with the scammer albeit under false pretences) and 3DS was completed in his Revolut *app*.

But authentication alone isn't enough to consider a payment authorised. To consider a payment authorised, the PSRs explain that Mr A 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 A completes the steps agreed for making a payment. It's also possible for someone else to act on Mr A'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 Mr A was deceived about the purpose or payment amount.

To establish the agreed form and procedure, I've reviewed Revolut's terms and conditions that applied at the time. These simply state Mr A can consent to payments by using his Revolut card. I don't think Mr A used his card here – the scammer probably did. So, I accept he didn't complete the agreed form and procedure. That said, Mr A appears to have shared his card details for the purpose of a third-party taking payments. And, even if it seems the scammer went beyond what Mr A might have expected, I agree with the Investigator that it would still be fair and reasonable for Revolut to treat the payments as authorised.

This is because I'm again satisfied Mr A completed the 3DS authentication by approving the payments in his Revolut *app*. I'm mindful of his comments that, even if he may have pressed some buttons, he didn't knowingly agree to money being taken. But, by approving the payments in the way he did, I think Mr A made a representation to Revolut that he consented to the payments. And looking at the stronger authentication screens he would have seen, I think it's clear that completing those steps would result in payments leaving his account.

As referred to by the Investigator, Mr A would have been required to open his Revolut *app*. He would have seen a screen asking him to “*Confirm your online payment*”. He would have been presented with the payment details – including merchant and amount. He would then have had to select “*Confirm*” or “*Reject*”. The content was clear. So I think it's fair and reasonable for Revolut to rely on this representation and treat the payments as authorised.

Did Revolut miss an opportunity to prevent Mr A's losses?

In broad terms, the starting position at law is that a firm (like Revolut) is expected to process payments and withdrawals a customer authorises it to make, in accordance with the PSRs and the terms and conditions of the customer's account.

But, taking into account longstanding regulatory expectations and requirements, and what I consider to have been good industry practice, Revolut should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.

In this case, I can accept there was a pick-up in spending when some of the disputed payments came about. I'm also mindful multiple payments were made in quick succession at times on the same day. But, like the Investigator, I don't think there was enough about them for Revolut to have intervened on suspicion that Mr A was at a heightened risk of financial harm from fraud. In reaching this view, I'm mindful that the total loss (of just over £2,200) was sent across a series of much smaller transactions over the space of four days. And, from looking at the account statements, I note Mr A had made payments to the same merchant on the same day previously. Overall, I'm not persuaded it was unreasonable for Revolut to have executed Mr A's payments instructions without carrying out further checks.

I'll add that even if I were to say Revolut should have done more at times, I wouldn't have expected it to have gone beyond providing automated warnings in the payment flow. And given Mr A was seemingly tricked by the scammer into approving payments, with apparently little questioning around the steps he was being asked to take, I think it's likely he would have continued to follow the scammer's instructions as to allow payments to go through without issue.

Could Revolut have done more to recover Mr A's losses?

The payments were made by card and so the only recovery option available to Revolut

would have been through the chargeback scheme. But under the scheme rules the payments would be considered authorised given they were approved using 3DS. And it's unlikely a chargeback claim would have been successful given that the merchants likely provided the goods and services as intended (albeit to the fraudster rather than Mr A).

To summarise, I'm sorry Mr A was scammed and about the impact the whole experience has had on him. But I'm satisfied that it's fair and reasonable for Revolut to have treated the payments as authorised. And I don't think the circumstances were such that it should have otherwise stepped in on concerns that Mr A was at a heightened risk of fraud at the time.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 October 2025.

Thomas Cardia
Ombudsman