

## The complaint

Mrs F complains that Revolut Ltd won't refund a card payment made as part of a scam.

## What happened

In February 2025, Mrs F unfortunately fell victim to an impersonation scam. She received a call purportedly from Amazon about suspicious activity on her account. Mrs F checked her Amazon account and saw that a phone had been added to her basket. Under the belief that the caller was assisting her in stopping the fraudulent activity and securing her account, Mrs F followed their instructions and took some steps on her phone. She subsequently discovered that a card transaction of £1,497 had debited her e-account with Revolut.

Revolut declined to refund the transaction on the basis that it had been approved using stronger authentication (3DS) on Mrs F's Revolut app on her phone. Revolut also said it couldn't raise a chargeback dispute in the circumstances, so recovery wasn't possible.

Our Investigator didn't uphold Mrs F's complaint. They thought it was fair for Revolut to treat the transaction as authorised, and so Mrs F was presumed liable in the first instance. The Investigator also wasn't persuaded that there were any other reasons for why it would be fair to hold Revolut liable. They explained the payment wasn't unusual such that it ought to have flagged as suspicious, and recovery via a chargeback was unlikely to succeed.

Mrs F disagreed and said she didn't receive a notification, nor did she complete the 3DS authentication as claimed by Revolut. Mrs F asked the Investigator to look into the possibility of this step being completed by the scammer through remote access technology. The Investigator said that isn't what happened here, and even if remote access was in use Revolut had systems in place to restrict third parties for viewing the in-app screen. As the matter couldn't be resolved informally, Mrs F's complaint has 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.

I'd like to start by thanking the parties for their patience while awaiting an ombudsman's decision. It's common ground that Mrs F 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 Mrs F would generally be liable for authorised payments and Revolut would generally be liable for unauthorised payments.

Where evidence is incomplete or contradictory, I need to make a finding on the balance of probabilities and conclude what I think is more likely than not to have happened in light of the available evidence.

Has Revolut acted fairly in treating the disputed payment as authorised?

From the technical evidence that Revolut has provided, the payment was correctly authenticated using Mrs F's card information and stronger authentication (3DS) was completed in her Revolut app. The evidence also shows that only one device was linked to Mrs F's app at the time of the payment, and it belonged to Mrs F.

Mrs F has suggested that the scammer likely gained access to her phone and completed the 3DS authentication. Although she's not told us that she was asked to or already had a remote access software installed on her phone at the time, my research shows that that generally it's not possible to control a third party's device through such software on devices that are produced by the manufacturer of Mrs F's phone. More specifically, Revolut has told our Service that payment screens go black for both the customer and the third party when its app detects that a screen sharing software is in use. This means there's no visibility over the screens, making it incredibly unlikely for a third party to be able to see the 3DS authentication screen.

Given the above, and there being no suggestion that a third party had access to her phone and knew the security credentials to unlock it and access the Revolut app, on balance, I'm satisfied that the 3DS authentication was completed by Mrs F.

It's important to note that authentication alone isn't enough to consider a payment authorised. To consider a payment authorised, the PSRs explain that Mrs F 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 Mrs F completes the steps agreed for making a payment. It's also possible for someone else to act on Mrs F's behalf and complete these agreed steps. And for the purposes of whether a payment is authorised, it doesn't matter if Mrs F 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 Mrs F can consent to payments by using her Revolut card. Here, Mrs F didn't use her card – the scammer did. I also accept that Mrs F didn't intend to give consent to the scammer to make the payment on her behalf.

But, to determine whether it's fair and reasonable for Revolut to treat the payment as authorised, I've taken into account that the evidence shows Mrs F did verify herself by logging in to her Revolut app before approving the transaction via 3DS. By approving the transaction in this way, Mrs F made a representation to Revolut that she gave her consent to the payment transaction. And having reviewed the stronger authentication screen that Mrs F would have seen, I think it's clear that the purpose of completing it is to approve a payment. This is because it specifies the name of the merchant, the payment amount, and the options are to "confirm" or "reject". Here, Revolut has shown that "confirm" was selected. So, I think it was both fair and reasonable for Revolut to rely on this representation and treat the transaction as authorised.

So, in the circumstances of what happened here, I don't think Revolut hasn't acted unfairly in treating the payment as authorised. And so, as a starting point, Mrs F would be considered liable.

*Is there any other reason it would be fair for Revolut to be held liable for the disputed payment?*

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 considered when the disputed payment was made, its value and who it was made to. Having done so, I don't think Revolut should reasonably have suspected that the transaction might be part of a scam such that I consider it should have made enquiries before processing it. I do appreciate that the disputed amount is not insignificant to Mrs F. But there's a balance to be struck between identifying payments that could potentially be fraudulent – and then responding appropriately to any concerns – and ensuring minimal disruption to legitimate payments.

Once the payment was processed, Revolut wouldn't have been able to stop the funds from leaving Mrs F's account – even if it was in a 'pending' state waiting to be collected by the merchant. 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 Mrs F didn't have chargeback rights because the payment was approved via 3DS. It is correct that a payment approved in 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. Here, the payment was seemingly made to a genuine money transfer service, and it's a common feature of the scam Mrs F has described that goods or services paid for are provided, just not to the payer as they're for the scammer's benefit. So, on balance, I don't think it's likely that Mrs F could have recovered her funds in this way,

I recognise that this will be disappointing news for Mrs F, not least because of how long this complaint has been ongoing. But overall, I'm satisfied that it's fair for Revolut to have deemed the payment as authorised and I'm not persuaded that it could have prevented this loss. So, while I appreciate that Mrs F is 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 Mrs F to accept or reject my decision before 14 January 2026.

Gagandeep Singh  
Ombudsman