

The complaint

Ms M complains that Revolut Ltd won't refund a payment she didn't make or otherwise authorise.

What happened

Ms M was selling items on an e-commerce platform when she received a message that someone wanted to buy an item. She clicked the link contained in the message, and it prompted her to verify her card details. Ms M's understanding was that she needed to do this to receive payments for items she intended selling. Ms M initially entered details of her card with another financial provider. When this didn't work, she was advised to provide her Revolut card details. Ms M says it was also explained to her that as part of the verification process, she needed to deposit £500 into the Revolut account. She was also asked to verify her card by approving a notification in her Revolut app. However, in practice, the step Ms M took approved an online card payment for £495.

Revolut declined to refund the payment on the basis that it was 3DS verified in its app, and the transaction didn't have chargeback rights.

Our Investigator didn't uphold Ms M's complaint. They said that although it was the scammer who gave the payment instruction to the merchant – a money transfer service – Ms M confirmed it in her Revolut app. So, Revolut could consider the payment as authorised. The Investigator also concluded that there weren't sufficient grounds for Revolut to think that Ms M was at a risk of financial harm from fraud. So, it wasn't at fault for processing the payment. In relation to recovery of funds once the payment had been processed, the Investigator considered it was unlikely that a chargeback would have been successful.

Ms M disagreed with the Investigator's findings and asked for an ombudsman's decision on the matter. Mrs M has submitted a detailed appeal, which I've summarised as follows:

- her consent to the transaction was not real consent – it was obtained through deception as she never intended to pay a money transfer service,
- there were inadequate warnings and security measures by Revolut when the transaction was approved – her other financial provider blocked it,
- reference has been made to case law, different legislations and codes, including the Contingent Reimbursement Model (CRM) Code and the new reimbursement rules for authorised push payments (APP) which were introduced in 2024, to highlight inadequacies in Revolut's compliance with regulatory expectations, and
- reference has also been made to previous final decisions issued by this office.

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 hear about Ms M's personal circumstances and thank her for her patience while the complaint has been awaiting an ombudsman's review. I'd like to reassure her that

although I've only provided an overview of what happened and has been argued, I have read and considered everything that has been submitted to this office in its entirety. While I appreciate her frustrations, my role isn't to comment on every point or question raised. It's to deal with the crux of the complaint. Ultimately, the complaint in this case revolves around Revolut processing a £495 card payment which Ms M says it shouldn't have.

It's very unfortunate that Ms M has lost money to a scam. But Revolut doesn't automatically become liable to reimburse her. As Ms M says the disputed payment is unauthorised, the relevant law here is the Payment Services Regulations 2017 (PSRs). The starting point is that Ms M would generally be liable for an authorised payment, and, with some exceptions, Revolut would generally be liable for an unauthorised payment.

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

Under the PSRs, a payment is authorised if it is correctly authenticated and consented to by the customer, or on their behalf. The PSRs say that consent must be given in accordance with the form and procedure agreed between the parties.

In other words, consent happens when Ms M completes the steps agreed for making a payment. It's also possible for someone else to act on Ms M's behalf and complete some or all of the steps involved. And for the purposes of whether a payment is authorised under the PSRs, it doesn't matter if Ms M was deceived about the purpose or amount of the payment.

Here the relevant framework contract are the terms and conditions applicable to Ms M's Revolut account. In order for the disputed payment to be considered authorised, Ms M – or someone on her behalf – would need to have given her consent as set out in the terms.

I've reviewed the relevant terms and conditions, and they don't explicitly set out how consent is given for an online card payment. So, I've thought about what practical steps are needed to make an online card payment. It seems that Ms M's card details (long card number and associated security details) would have been needed to give the payment instructions on the merchant's website, and, if prompted, additional authentication in the form of entering a one-time passcode or completing biometric verification.

I accept that Ms M didn't use her card to initiate the payment on the merchant's website – it was the scammer who did that after they tricked her into sharing her card details. But in order for the payment to be processed, Ms M was required to approve it in her Revolut app. The technical evidence Revolut has provided confirms that the payment went through this additional approval in the form of 3DS verification and this was completed on Ms M's device.

I've taken into account that Ms M did complete 3DS verification by approving the payment in her Revolut app. She explains she believed the e-commerce platform was simply verifying her account details. However, by approving the transaction in her Revolut app, Ms M made a representation to Revolut that she consented to the payment. And having reviewed the screen that she 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 specifies the name of the merchant, the payment amount, and the options are to "confirm" or "reject". Here, Ms M selected "confirm". Given the clarity of the content, I think it was both fair and reasonable for Revolut to rely on this representation as Ms M's confirmation that she consented to the payment and treat it as authorised.

I accept that Ms M didn't intend to consent to a payment and completed the steps in her app because she was being tricked by a third-party. But her intention in the situation isn't a consideration under the PSRs. The test here is whether she consented to the payment. Also,

under the PSRs, the concept of giving consent is a formal one. Being tricked or coerced doesn't invalidate consent. There's no concept of 'informed' consent (something often seen in healthcare). So, while I accept the difficult situation Ms M was in, I can't fairly conclude that the payment was unauthorised.

What this means is that, under the relevant regulations, Ms M would be considered liable for the disputed transaction in the first instance.

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 reviewed Ms M's account history. I've also 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 appreciate that £495 is not an insignificant amount to Ms M. But Revolut is an Electronic Money Institution which provides e-money accounts as opposed to traditional current accounts offered by banks. It's not uncommon to see deposits being made into such accounts specifically for the purposes of immediate onward transactions. In fact, Ms M's previous account usage suggests that it wasn't unusual for her to deposit funds into her Revolut account for onward transmission. And the amount involved wasn't that dissimilar to previous amounts paid.

I can see Ms M has referred to reimbursement codes and schemes. But these aren't applicable to the payment made from her account. The CRM Code doesn't apply because: it doesn't apply to card payments; Revolut wasn't a signatory; it had ceased to exist by the time of the disputed payment. As for the new reimbursement rules introduced in October 2024, they only apply to APP scams. Card payments don't fall under the category of APP, given they are 'pull' payments which are initiated by the merchant. Revolut can't fairly be expected to adhere to reimbursement schemes which don't apply to the payment in question.

I do understand the point Ms M is making about her other financial provider blocking the payment when she provided her debit card details associated with the account held with it. While the available information does suggest that the card details initially provided didn't work, I haven't seen conclusive evidence that it was the provider who stopped an attempted transaction, or that it was stopped due to fraud concerns. Regardless, the complaint I'm deciding is about Revolut and its acts and omissions. Despite the factors Ms M has highlighted for why she believes additional steps were warranted, I'm still not persuaded that this payment should have been considered so high risk that Revolut ought to have made additional enquiries prior to processing it. The fact that the payment was approved in its app on a trusted, or registered, device would have also given Revolut reassurance that it was being made by its genuine customer. I fully recognise Ms M's strength of feelings on this matter, but I don't consider the payment warranted further intervention.

Once the payment was processed, Revolut wouldn't have been able to stop the funds from leaving Ms M's account – even if it appeared as 'pending' 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 Ms M 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. Here, the payment was made to a genuine money transfer service, and it's very likely that the company the payment went to would have done what it was contracted to do and transferred the money as instructed by the scammer – it wasn't the one that scammed Ms M. So, on balance, I don't think it's likely that Ms M could have recovered her funds in this way.

I can see that Ms M has raised concerns about Revolut not contacting the beneficiary when she reported the scam. She's also referred to the best practice standards for recovery, which says that banks are expected to notify the receiving bank immediately when they're notified of a scam to try and recover the customer's funds. But this was a card payment, not a funds transfer to another bank. The only avenue for recovery in relation to a debit card payment is the chargeback scheme. I've explained above why I don't think Revolut acted unreasonably in not pursuing a chargeback in the circumstances of what happened here.

In summary, I recognise that this will be disappointing news for Ms M. But overall, I'm satisfied that it's fair for Revolut to have deemed the payment as authorised and I'm not persuaded it is at fault for failing to prevent Ms M's loss or attempt recovery. So, while I appreciate that she's a victim here, I won't be telling Revolut to refund the payment or pay compensation for any distress suffered as a result of the scam.

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 Ms M to accept or reject my decision before 12 December 2025.

Gagandeep Singh
Ombudsman