

The complaint

Mrs S complains that Revolut Ltd has unfairly declined to refund two transactions made from her account after she was the victim of a scam.

What happened

On 4 February 2024, Mrs S opened an account with an online marketplace. She says immediately after, she received a message from what she believed was the company's platform, saying that she needed to verify her bank account in order for her first sale to go through.

Mrs S says she tried to do this using her existing bank account with another provider. But, when she was told it was unsuccessful, she was advised to open an account with Revolut to complete the process instead. Mrs S opened the account and initially deposited £500 into it. She says she did this believing that the account needed to have a certain credit balance for the verification to be successful.

Mrs S says she was told a push notification would be sent to her from her Revolut app. Mrs S says she received this, and approved it believing it was just a test required to verify her account with the online marketplace.

Mrs S discovered that actually, £495 had been taken from her account and was told this was a mistake and she would be refunded. But she'd first need another £500 to be paid into Revolut. Mrs S says she complied with this request, and was told she'd need to approve another push notification to receive the £495 refund. But instead, a further £495 was taken.

Mrs S says when she questioned this further, she was asked to deposit even more money into Revolut. At which point she realised she'd been scammed and contacted Revolut to ask for the £990 to be refunded.

But the bank didn't believe it was liable for Mrs S' loss.

Unhappy with this, Mrs S raised a complaint. In response, Revolut said:

- Both disputed transactions had been verified using 3DS. This is a security system that results in a push notification being sent to the Revolut app, where the account holder is prompted to confirm the transaction and complete the payment.
- Mrs S had therefore authorised the two disputed transactions.
- Because of this, the transactions would not be covered by the chargeback scheme, and Revolut would not be issuing a refund.

Mrs S referred her complaint to this Service where it was considered by one of our investigators. He didn't believe Revolut should refund the £990 to Mrs S, in view of the push notifications that Mrs S had approved, albeit under false pretences.

Mrs S remained unhappy and said that she did not approve for money to be taken from her account. She said the push notification in no way indicated to her at all that it was a withdrawal she was approving. She further explained that she did not see a payee name on the notifications, and that this whole ordeal has caused her many difficulties through no fault of her own.

As no agreement could be reached, the 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.

Having done so, I realise this will come as a disappointment to Mrs S, but I've reached the same conclusions as our investigator. I've explained why below.

It's accepted by all that Mrs S fell victim to a scam. I was sorry to hear that this was the case. This can't have been an easy time for her at all. I'd also like to say that Mrs S has provided many comments in response to our investigator's findings. I've read everything that she's said, but when reaching this decision, I've focused on what I consider to be the most relevant information in the circumstances. No discourtesy is intended by this.

Because Mrs S says that the disputed transactions were unauthorised, the regulations relevant to this case say that generally speaking, Mrs S would be liable for authorised payments, and Revolut would generally be liable for unauthorised ones.

I've seen Revolut's technical evidence. From this, I'm satisfied that both transactions of £495 were correctly authenticated using Mrs S' card information, and stronger authentication was completed in her Revolut app. But authentication alone isn't enough to consider a payment authorised. For this to be the case, the Payment Service Regulations 2017 explain that Mrs S 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 S completes the steps agreed for making a payment. Someone else could also act on Mrs S' behalf to complete these agreed steps. And for the purposes of whether a payment is authorised, it doesn't matter if Mrs S was deceived about the purpose or the amount of the payment – which I accept is what happened here.

For the form and procedure, I've reviewed the terms and conditions that Revolut has referred me to. These say that Mrs S can consent to payments by using her Revolut card. Here, I accept Mrs S didn't use her card, the scammer did. I also accept that Mrs S didn't intend to give consent for the scammer to make any payments on her behalf.

When considering whether it's fair for Revolut to treat the two transactions as authorised, I've thought about the fact that Mrs S did verify herself by logging into her Revolut app before approving the transactions. I appreciate this was under false pretences, as I accept that she was told the initial transaction was to verify her account and that no money would be taken. And then the second transaction was approved in the belief that she'd be receiving a refund. But, by approving these transactions in the way that she did, as far as Revolut was concerned, she consented to the payments.

I realise Mrs S is very certain that the 3DS screens didn't give any indication that she was approving payments. Nor did they include details of the payee. But I've seen an example of

the stronger authentication screen that I accept Mrs S would've seen, and I find, on balance, that the screen would've been clear that the purpose of completing it was to approve a payment. And I'm satisfied that it would've displayed the name of the payee, the transaction amount, and the option to 'confirm' or 'reject.' Whilst I've considered Mrs S' insistence that this wasn't the case, I've seen no evidence to suggest that Revolut's 3DS notifications show anything different to what I've set out above. I fully accept Mrs S' comments that she wouldn't have knowingly sent her money to a fraudster, but sadly these scams are very convincing, and victims are often engineered to carry out certain tasks quickly without realising the consequences. However, as mentioned, it doesn't matter if Mrs S was deceived about the purpose or the amounts of the payments to consider them as authorised.

Once the payments were authorised, Revolut wouldn't have been able to stop them, despite them being in a 'pending' state. Revolut has said that these transactions wouldn't be covered by the chargeback scheme, but this service considers raising a chargeback to be best practise if there is a reasonable chance of success. Here, the payments were both made to a genuine transfer service. And it would've most likely provided the service that was paid for, however to an individual other than Mrs S. Whilst I acknowledge that Mrs S believes this to be very unfair, I don't think it's likely that Revolut could've recovered the £990 for her by using the chargeback scheme.

I'm aware that this will be very disappointing news to Mrs S. And I thank her for her ongoing patience whilst her complaint has been waiting for me to reach this decision, but in the circumstances, I find Mrs S authorised the two disputed transactions, and so I don't require Revolut to refund the £990 to her.

My final decision

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 S to accept or reject my decision before 15 July 2025.

Lorna Wall
Ombudsman