

The complaint

Mr P complains that Revolut Ltd has declined to reimburse a payment made in relation to a scam.

What happened

Mr P has described falling victim to a scam in February 2024. He says the scammer impersonated staff from a well-known selling platform and convinced him to open an account with Revolut and to deposit funds. Mr P says he believed he was taking verification steps, but instead the scammer made a £600 debit card payment.

Revolut considered the payment to be authorised and declined to reimburse Mr P on the basis that it had no chargeback rights to recover his funds.

Mr P referred his complaint to our service – stating that he hadn't authorised the payment and that Revolut should have done more before, during, and after the payment to prevent his loss.

The investigator didn't uphold the complaint - in summary they concluded that Mr P had confirmed the payment in his banking app and that it was fair for Revolut to treat the payment as authorised. They also didn't think Revolut had failed to act reasonably when processing the payment or once the scam was reported by Mr P.

Mr P didn't agree, he made several points which I'll summarise briefly. He maintained that he had shared his card information for verification purposes only and didn't confirm the payment in his banking app. He considers there to be an issue with Revolut which is why he thinks the scammer instructed him to open an account with this provider. He thinks Revolut ought to be aware of these scams and treated the payment as suspicious. Mr P thinks Revolut should have provided warnings and stopped the payment when notified of the scam.

The investigator addressed these points and explained their opinion remained the same. As an agreement couldn't be reached, the matter has been passed to me for a decision by an ombudsman.

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'm not upholding this complaint for similar reasons to the investigator.

Mr P has made several detailed points about his complaint which I have only summarised above. But I'd like to reassure him that I have considered his submissions in full. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to consider the circumstances as a whole.

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

The relevant law here is the Payment Services Regulations 2017 (PSRs) – these set out the circumstances in which a payer (here Mr P) and a payment service provider (here Revolut) are liable for payments. As a starting point, Mr P is liable for payments that he authorised and Revolut should reimburse unauthorised payments.

It's common ground that it was the scammer who made the online card payment after Mr P was tricked into sharing his card details. However, Revolut say that Mr P authorised the payment because he confirmed it in his banking app – this is something Mr P disputes doing.

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 on the evidence available.

It isn't in dispute that Mr P opened his Revolut account as part of the scam, or that the iPhone device linked to his account was his own genuine device. Revolut has shown that this is the device that was active when the payment was confirmed through stronger authentication (known as 3DS).

Revolut says that its process is for a push notification to be sent to the customer's device asking them to *"Tap to verify an online payment with your card"* and that it included the name of the merchant and payment amount. The user would need to have clicked on this and verified themselves using their biometrics or passcode before being presented with a screen in the Revolut app. This screen says *"Confirm your online payment"* and includes the payment information (the merchant's name and payment amount). It provides the option to *"confirm"* or *"reject"*. Revolut says the payment is processed as approved where the user selects *"confirm"*.

I've also reviewed the correspondence Mr P has provided that he had with the scammer. This says *"Please return to the verification page after depositing, we are waiting for you. And remember, you will not be charged, this is to verify your identity as a bank user."* And *"We have sent you a PUSH notification for verification in the banking app. As a reminder, this is a verification transaction and you will not be charged a fee. Go to the banking app and confirm the transaction, then come back to this chat and write 'Done', then we will go to the next and final step."*

I think this indicates that the scammer was asking Mr P to confirm the payment in his Revolut banking app rather than being able to do it themselves. And I'm persuaded by Revolut's evidence that these steps were undertaken on Mr P's genuine device. So, on the evidence available, I'm persuaded that it's more likely than not that Mr P confirmed the payment in his banking app.

I accept that Mr P was tricked into doing this and that he didn't realise at the time that he would be losing this money. But Revolut has asked him in a clear way if he consented to the disputed payment, and for the reasons I've explained I'm persuaded that he did select confirm. So, I think it was reasonable for Revolut to rely on the steps I've concluded Mr P took as confirmation that he did consent to the payments and that it's fair for it to treat the payment as authorised.

Did Revolut miss an opportunity to prevent Mr P's loss?

In broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that 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 be good industry practice, Revolut ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances

This was a new account with no previous history to compare the disputed payment to. Where that's the case, factors such as the payment value, payee, and pattern of activity can indicate a heightened risk of financial harm from fraud. Mr P is disputing a single payment of £600 to a genuine merchant. So, in the circumstances I'm not persuaded that Revolut ought to have found the payment suspicious such that it ought to have made enquiries of Mr P before processing it. The fact that Mr P was making a payment on a newly opened account wouldn't be enough on its own to have warranted an intervention.

Could Revolut have done anything else to recover Mr P's money?

I understand Mr P thinks Revolut ought to have been able to cancel or hold the payment when he reported the scam, but it wouldn't have been able to do this as it had already been processed. This is the case even if they showed as pending.

As the disputed payment was an online card payment, a recovery option that would have been available to Revolut would have been through the chargeback scheme. This is a scheme run by the card scheme provider to resolve payment disputes between customers and merchants – subject to the rules they set. As the scheme is voluntary and limited in scope, Revolut wouldn't be expected to raise a claim that it thought had no prospect of success.

Here, the payment was to a genuine money transfer service. Revolut has explained it didn't raise a chargeback on the grounds of the service not being received because it's likely the service was provided, just not to Mr P. Revolut has also explained it didn't raise a chargeback on the ground of fraud because the payment was authorised using 3DS. I agree it's unlikely that a chargeback on either ground would be successful in the circumstances for the same reasons, and so I don't think Revolut should have done more to try and recover Mr P's funds.

I note Mr P has questioned why the scammer chose Revolut as the provider to facilitate the payment and suggested it has some weaknesses they can exploit. As we are not a regulator, we don't undertake wider reviews of individual businesses. Rather I have considered the evidence presented in Mr P's case, and for the reasons explained I don't think Revolut needs to do anything further to resolve Mr P's complaint.

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 Mr P to accept or reject my decision before 28 July 2025.

Stephanie Mitchell
Ombudsman