

## The complaint

Mr F complains that Revolut Ltd (“Revolut”) didn’t raise chargebacks for gambling transactions made to overseas casinos. Mr F says the casinos weren’t licenced in the UK and essentially operated a scam.

## What happened

Mr F has a bank account with Revolut. He contacted Revolut about a number of gambling transactions he’d made during November and December 2024 from his account to an overseas casino. Mr F says he told Revolut the gambling operator was trading illegally as it wasn’t licenced in the UK, and he believed it was running a scam.

Mr F asked Revolut to initiate chargebacks so he could reclaim the money he’d paid. Revolut refused to raise these though and told Mr F that the rules governing the chargeback scheme set out there was no recourse to reclaim gambling transactions. Mr F pointed out there is a specific rule under the scheme that allows for chargebacks when a business has misrepresented itself by using incorrect Merchant Category Codes (“MCC”) which he said happened in his case. And he reiterated that the gambling operator was acting illegally and was running a scam.

Revolut considered Mr F’s complaint but found there were no grounds on which it could raise a chargeback under the scheme rules.

Mr F remained unhappy and referred his complaint to our service. Our investigator thought Revolut were correct to say there were no grounds for them to raise a chargeback on behalf of Mr F.

Mr F didn’t agree and so his complaint has been passed to me to decide.

I issued my provisional decision on 2 July 2025, relevant extracts of which I include below and which form part of my final decision.

*‘In certain circumstances, when a cardholder has a dispute with a merchant, as Mr F does here, Revolut (as the card issuer) can attempt a chargeback. The process involves the card issuer disputing payments made on the card through a dispute resolution scheme operated by the companies which run the card networks, which in this case is VISA. I would normally expect a bank to attempt a chargeback if there was a reasonable prospect of this achieving a successful outcome. But the chargeback scheme doesn’t give the cardholder legal rights in respect of their dispute. And in all circumstances, there must be a valid dispute condition code that applies to the dispute for a chargeback to be raised.*

*The rule Mr F believes Revolut should have requested the chargebacks under is 12.7 which relates to invalid data. VISA’s chargeback rules state that this can be applied in situations where “...An authorization request contained an incorrect transaction date, MCC, merchant or transaction type indicator, Country or State Code, Special Condition Indicator, or other required field..”*

*The rule states that if a transaction was only authorised because of an incorrect code, it may be possible to get a refund under the scheme if it can be shown that the transaction wouldn't have been successful had the correct merchant code been used.*

*In order to understand the intention behind rule 12.7 and when VISA would accept chargeback requests under it, I contacted VISA directly as I wanted to clarify whether it could be applied to situations such as Mr F's. And to understand whether the 12.7 rule could be applied to situations where, for example, a gambling block didn't stop a transaction because a different MCC was used by the merchant.*

*Having had those conversations with VISA, I'm satisfied that for a transaction to be eligible for chargeback under 12.7, several different criteria must be met. I'll address each one in turn.*

*Firstly, it must be shown that the merchant was using an incorrect code. This may not be as simple as it first appears, because merchants can offer a wide range of services and so there may be a few different codes that they can be identified with. And it's not actually the merchant who decides what code will be used, it's the acquirer who sets the MCC for the merchant. In the examples provided by Mr F, while I don't doubt the websites he used allowed him to gamble, I've not seen any evidence to show that these were the only services they provided or that the codes used were fundamentally incorrect. So, I can't say for sure that the first test was met.*

*The next consideration that would need to be met for a successful chargeback under 12.7 is evidence that shows had the merchant used the code that Mr F thinks it ought to have, it would have prevented the transaction from being completed. In other words, Mr F would have had to provide evidence that shows other transactions being refused on his account because they were linked to the gambling MCC, and the gambling block successfully identified them and prevented them from being paid. Again, I can't see that this evidence was provided or available to Revolut.*

*Finally, Mr F would have had to provide evidence that proved the transactions were exactly what he claimed they were and weren't what the MCC indicated they were. So, he would have had to be able to show that the transactions being considered had all been misrepresented. This is an extremely difficult thing to prove. Quite often, these sorts of gambling accounts can be closed by the websites directly when disputes occur, and from what I've seen that's what happened in Mr F's case. But without this evidence the chargeback request wouldn't have been successful.*

*As a result, I don't think Revolut were wrong to refuse the chargeback request made by Mr F in relation to the gambling transactions on his account because I don't think he would have been able to meet the evidential requirements for the chargebacks to be successful. I've noted Mr F's point that the gambling operator in question was operating illegally as it was doing so without a license to trade in the UK. However, unfortunately as it wasn't regulated and as it was based outside of the UK, there's little to no genuine protection in place for consumers who use its website or services. I should also explain that regulation of the gambling industry in the UK is a matter for the Gambling Commission, and I note that they have been in touch with Mr F about this gambling operator. However, in relation to his dispute with Revolut, I'm not aware of any chargeback condition relating to the license of the gambling operator that would have helped Mr F reclaim his money.*

*Mr F has referred to other complaints that were upheld by our service which he feels mirrors the circumstances of his complaint. I'm unable to comment on the circumstances of the other complaints and can only base my findings on the individual facts of Mr F's complaint. And,*

*for the reasons I've set out above, I'm currently minded to say that there was no recourse for Mr F to reclaim the money he paid to the gambling operator using the chargeback process.*

*My provisional decision*

*My provisional decision is that I don't uphold this complaint'.*

I asked Mr F and Revolut to send me any further evidence or comments for me to consider.

Revolut responded to say they agreed with my provisional decision. Mr F didn't respond.

### **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.

As I've not been given anything further to consider following my provisional decision, I see no reason to depart from what I provisionally concluded. So, for the reasons given in that decision which I have included above, I don't uphold this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 14 August 2025.

Daniel Picken  
**Ombudsman**