DRN-5728127

The complaint

Mr A complains Revolut Ltd acted unfairly by not refunding a payment he made using his debit card.

What happened

In February 2025, Mr A purchased an item of jewellery online from a company I'll refer to as T. He paid £43.46 using his Revolut debit card, which Mr A says also included a same day delivery service provided by T.

Mr A says the item of jewellery arrived around two days late and when it did arrive it wasn't the one he'd ordered.

Unhappy, Mr A contacted T to complain, but says T didn't respond. As such, Mr A asked Revolut for help in getting a refund, saying the item of jewellery delivered wasn't the same as the one he'd ordered, and it was delivered late.

Revolut said it was unable to raise a chargeback with T, which is a process of asking the merchant for a refund via the card scheme provider – Mastercard in this case. It explained this was because Mr A didn't provide information necessary for it to do so, namely a detailed explanation of why the item delivered was incorrect and the date Mr T had attempted to return the item. Revolut didn't change its position after Mr A complained, so he referred his complaint to this Service.

An Investigator here reviewed matters. They said Mr A had provided some of the information Revolut requested, and as such it had made an error by not acknowledging this. But, as Mr A hadn't returned the item of jewellery, which is a requirement of the chargeback rules, it was unlikely Mr A would have received a refund, so they didn't think Revolut had caused Mr A any loss by not raising the chargeback. They also explained T's terms and conditions meant Mr A likely wouldn't have been eligible for a refund in any case, only a credit note.

Mr A didn't agree, saying as T didn't respond to his emails he didn't want to return the item.

As no agreement has been reached, this 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.

Chargeback allows for a request of a refund to be made of money paid with a plastic card in certain scenarios. I'm looking here at the actions of Revolut and whether it acted fairly and reasonably in the way it handled Mr A's request for help in getting his money back. This will take into account the circumstances of the dispute and how T has acted, but there are other considerations, such as the card scheme rules, which Revolut must follow and its own obligations.

Chargebacks are not guaranteed to succeed, the recipient of the funds (T in this case) can choose to challenge or defend a chargeback if they don't think it is valid. A consumer also cannot require their card issuer to attempt a chargeback, as it isn't a right.

Here, Revolut didn't attempt a chargeback on either occasion Mr A asked it to, as it says it wasn't provided with the necessary information in which to do so. Specifically, it said it hadn't been provided with a description of why the item of jewellery delivered wasn't correct or evidence Mr A had returned, or attempted to return it.

As our Investigator has said, it appears Mr A did provide Revolut details of why the item delivered wasn't correct. He sent photos showing what was expected and what had been received. So on this point, I agree with our Investigator – Revolut made an error when it said it hadn't been provided this information. However, that doesn't necessarily mean I think Revolut acted unfairly in not pursuing the chargeback, I'll explain why.

As Revolut didn't pursue a chargeback, I've thought about what would have most likely happened, had it done so. If the card issuer decides to pursue a chargeback, it must be done so under one of the reason codes, set out in the rules. Here, the most suitable reason code would have been "*Goods or Services were either not as described or defective*". I say that because Mr A says the item delivered wasn't the same as what he'd ordered – essentially it wasn't as described.

Under this reason code, the rules then set out conditions under which a dispute can be processed, this says all of the following must be met (I've included those relevant to Mr A's dispute):

- *The cardholder engaged in the transaction.*
- *The cardholder contacted the merchant, or attempted to contact the merchant, to resolve the dispute.*
- *The merchant refused to adjust the price, repair, or replace the goods or other things of value, or issue a credit.*
- *For disputes involving goods: The cardholder returned the goods or informed the merchant the goods were available for pickup.*

Here, Mr A has said the item of jewellery hasn't been returned. He said this was initially because he was concerned about returning it, given he says T didn't respond to him. He's since explained he's now unable to return the item. While I understand why Mr A had concerns about returning the item and is now unable to do so, that unfortunately doesn't mean the chargeback would have been successful as a result, as ultimately he didn't return it or make it available for collection.

Mr A has also provided email evidence showing T asked him to complete a refund/exchange request and it then acknowledged his exchange request. While both emails appear to be automated, Mr A has said, even though he didn't return the item, T appear to have sent another item of replacement jewellery. He says it's still not the correct item he ordered, but it means I can't agree T:

"refused to adjust the price, repair, or replace the goods or other things of value, or issue a credit"

Which, as I've explained, is required under the rules, for a chargeback dispute to be processed. Because two items have now been delivered, and under T's terms Mr A would only have been eligible to receive a store credit, I don't consider a chargeback would have been successful for these reasons either.

Taking all of this into account, I don't think Revolut acted unfairly in not raising the chargeback on either occasion. I say that because, Mr A didn't provide the necessary evidence required under the rules, namely confirmation the item of jewellery had been returned. And I think Revolut made it clear, on a number of occasions it needed this. But as Revolut wasn't supplied with the necessary information to raise a dispute there was no reasonable prospect of success, so Mr A hasn't lost out as a result.

I'm aware Mr A also disputed T's terms and conditions which say any refund would be store credit, rather than a refund of monies paid. I don't consider that changes the outcome here, firstly because Mr A didn't receive a store credit, but appears to have received a second item of jewellery. But in any case Revolut has no influence over T's refund policy, so I don't think there's a requirement to comment further on that point.

For completeness, I'm aware Mr A says he tried to cancel the order when it didn't arrive the same day, as expected. However, based on what I've seen, Mr A didn't pay an additional amount for shipping – the invoice says it was free. As such, even had he asked Revolut to pursue a chargeback on this basis, I don't think it would have been successful as ultimately the item did arrive and he doesn't appear to have paid an amount for a guaranteed next day delivery in any case.

Overall, while I appreciate this will come as a disappointment to Mr A I don't think Revolut has acted unfairly here. That's because, Mr A doesn't have the evidence Revolut needed in which to pursue a successful chargeback for the payment made to T. Which wasn't unreasonable and ultimately, wasn't provided. And although Revolut continued to ask for a description of the item of jewellery, when Mr A had already provided this, I don't think that would have changed the outcome here. As there were other requirements that also weren't met, as I've explained. As such I won't be asking Revolut to do anything here.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 September 2025.

Victoria Cheyne
Ombudsman