

The complaint

Mrs M complains that Revolut Ltd won't refund money she lost as a result of a scam.

What happened

In summary, Mrs M was the victim of an impersonation scam where a fraudster duped her into approving a card payment for €1,082.34. Further activity was also attempted but didn't go through, so this is the payment in dispute.

Mrs M raised the matter with Revolut quickly afterwards, but it said it couldn't dispute the payment as fraud as Mrs M made it. It also declined her complaint.

Unhappy with its response, Mrs M brought her concerns to our service to investigate.

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've reached the same outcome as our investigator. Before I explain why, I want to say that I'm sorry to read about the scam Mrs M fell victim to – and the financial and emotional toll it's had. Of course, the obvious people to blame here are the perpetrators of these crimes. But it's my role here to decide whether I think Revolut, as Mrs M's account provider, can be fairly held responsible for her loss.

I also want to highlight that while I may not respond to Mrs M's submissions in the same detail, I've read and considered these carefully – and I'll answer what I think is material to her complaint.

In line with the Payment Services Regulations 2017 (PSRs), the broad starting position for a disputed card payment like this one is that Revolut is responsible if it was unauthorised and Mrs M is responsible if it was authorised. Accordingly, that is the first question.

Was the disputed payment authorised?

Whether a payment was authorised has a particular meaning under the PSRs – namely whether Mrs M consented to it in the way that was agreed between her and Revolut (so what's in the terms and conditions). Here, Mrs M approved the payment in Revolut's app, which is laid out in its terms as one of the ways she can consent to payments. So, in line with the PSRs, it would be regarded as authorised.

Mrs M has suggested I look past this technical definition of authorisation to ensure a fair outcome. I can depart with the law in the interests of fairness, but I need a good reason to do so. I know she feels strongly that there are many reasons to hold Revolut liable here. But I'm not convinced that means I can reasonably and impartially say Revolut acted unfairly in considering this transaction authorised when under the relevant legislation, that's how it would be regarded.

Should Revolut have recognised Mrs M was at risk of financial harm from fraud?

While the starting position is that Mrs M is liable for the disputed card payment, I have also considered whether Revolut ought to have identified that this payment was suspicious and stepped in before it was made.

In considering this, I'm also mindful of Revolut's legal duty to make the payments Mrs M tells it to in a timely manner – and so, the balance it must strike between the two. It's also important to highlight that while we know the detail of this convincing scam, Revolut weren't privy to this at the time.

So instead, I've thought about the circumstances of the payment as they appeared to Revolut. I've noted the value was broadly in keeping with previous spending on the account – and in line with other international payments. And while it must have been a lot for Mrs M to lose, I've reflected on the number of payments of this size that a firm like Revolut processes – and the impracticalities of stopping every payment like it.

I've also considered that there wasn't any immediate activity before the payment (like attempted or failed payments), and the payment was approved to a legitimate merchant using a trusted device.

Taking this all into account, I don't think the risk was such that Revolut acted unfairly in processing this payment without completing further checks.

I recognise Mrs M feels strongly that if Revolut stopped further activity – in particular a payment attempt for the same amount to a different merchant – it ought to have stopped this payment. I don't know exactly why this was stopped, but I imagine it was the culmination of the activity – given that this was the second transaction within a minute. And overall, I don't think it changes that it wasn't unreasonable for Revolut to have processed the first payment without completing further checks, for the reasons I've explained.

In saying that, I've noted how Mrs M contests that Revolut did intervene with the second payment and showed her warnings – she submits she declined it and Revolut has fabricated this to hide its wrongdoing. While I've seen evidence of Revolut's internal payment record showing it detected suspicious activity in relation to this payment, I don't think I need to make a finding on this as it's not material to the outcome of this complaint. That's because Mrs M didn't suffer losses from this payment – it was the successful payment beforehand. And for the reasons I've explained, I'm satisfied Revolut didn't act unfairly in relation to the former payment.

Did Revolut act fairly in trying to recover Mrs M's losses?

As well as whether Revolut ought to have prevented her losses, I've considered whether it could have done more to recover them.

Given it was made by card, I've considered whether Revolut ought to have pursued a chargeback claim, which is a voluntary scheme run by Mrs R's card issuer which can provide a refund in certain circumstances.

I've noted that the payment was made using two factor authentication, and it went to a legitimate merchant who, as a third party, likely provided the service it was asked to. Taking this into account alongside the specific rules of the card issuer's scheme, I don't think there were any reasonable chances of a successful chargeback claim.

I've also considered that when a card payment is made, it can't simply be stopped by Revolut – because the merchant has already been promised that money. So while Mrs R reported the matter quickly when it showed as pending, I don't think Revolut could've done more here to get the money back.

Did Revolut handle the dispute appropriately?

I'm satisfied that Revolut responded to Mrs M's dispute and complaint in a reasonable timeframe. I appreciate she had to speak to several people who she considered lacked empathy, and she was asked to repeat herself. But overall, I don't think the distress or inconvenience of this was such that I'd suggest compensation. Particularly because I think the driving force of Mrs R's disappointment and frustration would've been the outcome Revolut reached, which I don't find was unreasonable in the circumstances.

Conclusion

I appreciate Mrs M feels very strongly about this matter, and what evidence she considers must be provided and relied on to reach a fair outcome. While the strength of feeling is understandable as a victim of a horrible scam, it's my role as an impartial ombudsman to decide what evidence I require and what's material to the outcome.

I've also noted Mrs M's concerns about Revolut's general fraud and complaint records. But my focus is on the individual facts of this complaint, and whether it treated her fairly. And for the reasons I've explained, I'm not persuaded Revolut can be fairly held to blame for Mrs M's losses.

My final decision

For the reasons I've explained, I don't uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 7 October 2025.

Emma Szkolar
Ombudsman