

THE COMPLAINT

Mr S complains that Revolut Ltd (“Revolut”) will not reimburse him money he says he lost when he fell victim to a fraud.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr S’s Revolut card was used to make several payment transactions (“the Transactions”) to ‘Libergos Ltd’ on 15 June 2025. The Transactions were nine in total amounting to circa £10,797. Mr S’s position is that he did not consent to the Transactions.

Mr S disputed the above with Revolut. When Revolut refused to reimburse Mr S, he raised a complaint, which he also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mr S did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

Under the Payment Services Regulations 2017, there are two things that need to be satisfied for a payment(s) to be considered authorised. They are authentication and consent.

Turning to authentication. Based on the technical evidence before me, I am persuaded that the Transactions were authenticated. I deal with consent below.

Each Transaction was verified through the 3D secure process. To complete this verification, access to Mr S’s Revolut banking app on his mobile phone was required. Mr S’s card details were also required to make the Transactions.

Mr S says he was asleep when the Transactions were made, and that his mobile phone was on charge downstairs at the time. He says that his Revolut banking app was protected by

way of Face ID and passcode. Mr S claims that his mother has/had access to his Revolut banking app. However, Mr S has not expressly accused his mother of being the culprit in this case. Therefore, I have not been provided with any persuasive explanation or evidence to support the proposition that a third-party: obtained Mr S's card, bypassed security to access Mr S's mobile phone and Revolut banking app, and then made the Transactions. I find it more likely that Mr S consented to the Transactions by making them himself, or he provided authority to a third-party to make them. The points below further support this argument.

A striking feature in this case is that payments were being made to Mr S's Revolut account at the same time as the Transactions. Those payments appear to have come from Mr S's accounts with other banks, which Mr S has not challenged. If Mr S made the payments to his Revolut account at the time the Transactions were made – then this casts doubt on his assertion that he was sleeping at the time.

Another striking feature is that in Mr S's response to the investigator's findings, he does not challenge any of the points set out above, which the investigator also relied on. Instead, the crux of Mr S's response relates to what he refers to as Revolut's "broken promises". That is, Mr S says that Revolut promised him that the Transactions would be refunded.

I have listened to a telephone call between Mr S and one of Revolut's agents. In that call, I accept that the agent gave Mr S the impression that Revolut would reimburse him the Transactions. However, I am not persuaded that this warrants Revolut paying Mr S anything. I recognise that the agent made a mistake. However, I am not persuaded that this mistake outweighs the points I have set out above. Given my view of Mr S's involvement in consenting to the Transactions, it would not be fair or reasonable if I directed Revolut to refund them. Further, Revolut was within its rights not to issue a refund once it had concluded its investigation and came to the conclusions it did.

Taking all the above points together, I find that it is more likely than not, that Mr S consented to the Transactions by making them himself, or he provided authority to a third-party to make them. It follows that even if it could be argued that Revolut ought to have intervened in the Transactions, I am not persuaded this would have made a difference in the circumstances. I say this because of my conclusions about Mr S's involvement in this matter.

Conclusion

I do not find that Revolut has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Revolut to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 January 2026.

Tony Massiah
Ombudsman