

The complaint

Mr B complains that Revolut Ltd won't refund the money he lost when he was the victim of what he feels was a scam.

What happened

In mid-2025, Mr B made a number of payments from his Revolut account to an online gambling website. He says he won some money and so tried to make a withdrawal, and was told it could take up to three weeks for him to receive it. But after three weeks, Mr B hadn't received his withdrawal and his account with the website was then closed. So Mr B felt he had been the victim of a scam and reported the payments he had made to Revolut.

Revolut investigated but said it felt this was a civil dispute, rather than a scam. So it didn't agree to refund the payments Mr B had made. Mr B wasn't satisfied with Revolut's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They thought Revolut had acted reasonably in treating this as a civil dispute, so didn't think it should have to refund the payments Mr B had made. Mr B disagreed with our investigator, so the complaint has been passed to me.

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.

In broad terms, the starting position in law is that a firm is expected to process payments that a customer authorises. However, where the customer made the payment as a consequence of the actions of a fraudster, it may sometimes be fair and reasonable for the bank to reimburse the customer even though they authorised the payment.

In 2024, the Payment Systems Regulator required the Faster Payments Scheme operator to introduce rules to require firms to reimburse customers who had been the victims of scams in certain circumstances. These Reimbursement Rules came into force on 7 October 2024, however, they only apply where the customer has been the victim of an APP scam, which the rules define as:

“Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer's Relevant account to a Relevant account not controlled by the Consumer, where:

- *The recipient is not who the Consumer intended to pay, or*
- *The payment is not for the purpose the Consumer intended”*

The rules also specifically outline that private civil disputes are not covered. And a private civil dispute is defined in the rules as:

“a dispute between a Consumer and payee which is a private matter between them for resolution in the civil courts, rather than involving criminal fraud or dishonesty.”

In its published policy statement PS23/3, the Payment Systems Regulator gave further guidance:

“Civil disputes do not meet our definition of an APP fraud as the customer has not been deceived [...] The law protects consumer rights when purchasing goods and services, including through the Consumer Rights Act.”

It also provided an example of a civil dispute:

“...such as where a customer has paid a legitimate supplier for goods or services but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier.”

Mr B has mentioned several other definitions of a scam when explaining why he feels the circumstances here were a scam. But the definition I must apply to determine whether Revolut can be held responsible is the definition from the Reimbursement Rules, as set out above.

So in order to determine whether Mr B has been the victim of a scam as defined in the Reimbursement Rules, I need to consider whether the payments were made for the purpose he intended and then, if they weren't, whether this was the result of fraud or dishonesty on the part of the gambling website.

I've thought very carefully about this, and I think it's a finely balanced matter in this case. But where the evidence available is unclear or inconclusive, I must make my decision on what I think is more likely to have happened, based on the evidence I do have.

I'm satisfied Mr B made the payments here for the purpose of gambling on the gambling website. But I'm not persuaded I can safely conclude that the purpose the gambling website intended for the payments was different to this, or that Mr B's and the gambling website's purposes for the payments weren't the same.

The information Revolut received from the bank the payments were sent to said that Mr B successfully deposited funds into his account with the gambling company, and then received services corresponding to these amounts. And I haven't seen clear evidence to suggest that the funds Mr B sent to the gambling company weren't then gambled in the way he understood they would be, or that the gambling he thought he was doing through the website wasn't carried out by the company.

So I think it's likely the gambling company's intended purpose for the payments was that the funds were available to be used for gambling on their website, as Mr B also intended.

Mr B has said the gambling company was not licensed to offer gambling services in the UK, as they claimed to be, and so was operating illegally and committing a criminal offence. But this is not the same as intending to operate a scam. As I explained above, I've not seen clear evidence that Mr B's funds weren't gambled in the way he understood they would be. And so, even if the gambling company had dishonestly claimed to be licensed in the UK, this wouldn't mean it's intended purpose for the payments was different than Mr B's intended purpose.

Mr B has also said he didn't receive a withdrawal of winnings he tried to make from the website, and his account was then blocked. But from what I've seen of his communication with the gambling company, it explained there were issues with his withdrawal and asked him to submit it again. And Mr B doesn't appear to have submitted another withdrawal request and I haven't seen clear evidence that his account was closed.

So I'm not persuaded the available evidence is sufficient to safely conclude that the purpose the gambling website intended for these payments was different than the purpose Mr B intended, or that the payments weren't made for the purpose Mr B intended.

And so I think Revolut has acted reasonably in saying the circumstances here don't meet the definition of a scam from the Reimbursement Rules, and in not agreeing to refund the money Mr B lost from these payments.

I also don't think there are any other grounds on which it would be fair and reasonable to require Revolut to refund the payments Mr B made here.

Mr B also complained that Revolut didn't respond to his scam claim in line with the timescales set out in the Reimbursement Rules. But I can see from his communication with Revolut that it explained some cases may need extra time and a decision on a refund may take up to 35 business days. Revolut did reach out to the bank the payments were made to for information so, while I think it could have explained the process to Mr B more clearly, I don't think it acted incorrectly in its investigation of his claim. And I think it ultimately provided him with a response to his scam claim within a reasonable timeframe.

I sympathise with the position Mr B has found himself in and I appreciate my decision will come as a disappointment to him. I'm also in no way saying he did anything wrong or that he doesn't have a legitimate grievance against the gambling company. But I can only look at Revolut's responsibilities here. And, for the reasons I've explained above, I don't think it would be fair to require Revolut to refund the payments he has complained about.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 May 2026.

Alan Millward
Ombudsman