

Complaint

Mr B is unhappy that Revolut Ltd didn't reimburse him after he reported falling victim to a scam.

Background

Mr B says he was the victim of a scam, during which he made multiple payments from his Revolut account to an online casino. In order to deposit funds into his account with the casino, he needed to make payments to an account belonging to a third-party company, which didn't appear to have any connection to online gambling at all. In this decision, I'll refer to the online casino as M and the business to which he made the payments as F.

In April 2025, he noticed on his Revolut account that multiple payments to F had been processed. He didn't recognise these payments and didn't automatically connect them to M. He told Revolut that they were unauthorised and asked that they be refunded. Revolut investigated and said there was nothing to suggest that they were unauthorised – e.g. there were no logins from a new IP address.

Mr B has told us that he was signed up with GamStop. That prevents him from making online payments to gambling websites that participate in the GamStop self-exclusion scheme. It later transpired that M is an unauthorised online casino that operates outside of the UK, the relevant regulations for UK gambling operators and, therefore, the GamStop scheme.

Between 30 March and 4 April 2025, he made many payments to F. The total value of those payments was £4,229.50. He later accepted that he had been responsible for making the payments but argued that he'd been the victim of a scam.

The case was looked at by an Investigator who didn't uphold it. He said that there wasn't sufficient evidence to say that Mr B was the victim of a scam. Mr B disagreed with the Investigator's opinion and so the complaint has been passed to me to consider and come to a final decision.

Findings

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 at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations (in this case, the 2017 regulations) and the terms and conditions of the customer's account. Mr B authorised these payments and so he is presumed liable at first instance.

I've considered the fact that Mr B is registered with GamStop. However, since M doesn't participate in that scheme, it had no impact on the attempted payments. I also understand that Mr B hadn't informed Revolut about his GamStop registration, so it wasn't in a position to take any extra steps to protect him in this situation.

However, that isn't the end of the story. Good industry practice required that Revolut be on the lookout for account activity or payments that were unusual or out of character to the

extent that they might indicate a fraud risk. On spotting such a payment, I'd expect it to take steps to protect their customer. That might be as simple as providing a written warning as part of the payment process or it might extend to making contact with the customer to establish the circumstances surrounding the payment.

However, those expectations only apply if I'm persuaded it's more likely than not that Mr B was the victim of a scam. To find that he was, I'd need to consider whether Mr B received the service he paid for and, if he didn't, whether M ever had an intention of providing him with it. To be satisfied that Mr B received a service from M, I don't need evidence that he won money or made successful withdrawals. I only need to see that he was given the opportunity to gamble and potentially win. It's possible for an online game to appear to offer a genuine chance of winning while being rigged so no one can succeed. Mr B has suggested that might have happened here.

I can't determine with certainty whether that was the case, and the evidence available doesn't prove it either way. Online reviews indicate that the company does offer gambling services. Although many reviewers complain about slow or problematic withdrawals, the overall picture is a mixed one. Importantly, some reviews show that at least some customers have been able to gamble on M's platform, earn money, and withdraw it successfully. Without strong evidence to the contrary, it's difficult for me to conclude that M wasn't providing the service it claimed to offer.

I should be clear that the company Mr B paid appears to be operating, at best, within a legal grey area. As an online gambling operator taking business from UK consumers, it should be registered with, and regulated by, the appropriate UK gambling authorities. However, it's not unlawful for customers in the UK to use it. There are also significant ethical concerns about a company choosing to market itself as a non-GamStop casino. By doing so, it is deliberately appealing to individuals who have previously experienced harm from gambling and have taken active steps to restrict their access to it. Such conduct is, in my view, indefensible. However, while its conduct is unethical and irresponsible, that isn't enough to say that M has engaged in anything that amounts to fraud. I don't think such a finding would be reasonable unless there were good grounds to believe that it wasn't providing the gambling services.

I don't say any of this to downplay the significance of what has happened to Mr B. I have a great deal of sympathy for him and the position he's found himself in. However, my role is to look at the actions and inactions of the firm, and I'm not persuaded it did anything wrong in processing these payments without questioning them further.

Final decision

For the reasons I've explained 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 4 March 2026.

James Kimmitt
Ombudsman