

The complaint

Ms S complains that Revolut Ltd ('Revolut') hasn't refunded the money she believes she lost to an authorised push payment ('APP') scam. She's also unhappy with the way Revolut handled her scam claim.

What happened

The circumstances of the complaint are well-known to both parties. So, I don't intend to set these out in detail here. However, I'll provide a brief summary of what's happened.

In August 2025, Ms S sent two payments, totalling £52, to a third party to purchase some medication. Between March 2023 and June 2025, Ms S had made several successful purchases from the same third party, but on this occasion, Ms S didn't receive the goods she'd paid for.

Ms S reported to Revolut that she'd been scammed and asked for a refund of her loss. Revolut investigated Ms S's claim but ultimately declined it, stating that Ms S's attempted purchase was unlawful and therefore a breach of its terms and conditions.

Unhappy with Revolut's response and dissatisfied with Revolut's customer service during the scam investigation, Ms S raised a complaint. Revolut maintained its decision not to reimburse her loss and didn't offer any compensation for how it had handled Ms S's scam claim. So, Ms S referred her complaint to this service.

Our Investigator considered Ms S's complaint but decided not to uphold it. In summary, they weren't persuaded Revolut needed to reimburse Ms S's loss nor were they of the opinion that Revolut's customer service had been so poor that it justified recommending compensation for any distress and inconvenience caused.

Ms S didn't accept our Investigator's opinion. As an informal agreement couldn't be reached, the 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.

Ms S has made some detailed submissions in support of her complaint. I've read and considered everything she's sent in, but I don't intend to respond in similar detail. I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

In broad terms, the starting position at law is that a firm, like Revolut, 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.

It's not in dispute that Ms S made the disputed payments. So, the payments were authorised and under the Payment Services Regulations, the starting position here is that Ms S is responsible for the subsequent loss, despite the payments being made as the result of an alleged scam.

Ms S believes that Revolut ought to have refunded her disputed payments under the Faster Payment Scheme and CHAPS – Reimbursement Rules ('Reimbursement Rules'), which came into force on 7 October 2024. The reimbursement Rules require a payment service provider ('PSP'), such as Revolut, to reimburse scam victims in certain circumstances.

It's unclear if the Reimbursement Rules apply to Ms S's circumstances. I say this for two reasons.

Firstly, Ms S had a long-standing relationship with the beneficiary of her funds, successfully receiving approximately 12 orders over a two-year period, which isn't the typical behaviour of a scammer. So, I can't be sure that when Ms S made the disputed payments there was an intention to scam her.

Secondly, for the Reimbursement Rules to apply to Ms S's circumstances, she needs to have sent funds to an account held in the United Kingdom ('UK'). Here, Ms S's payments didn't go to a UK based account. The beneficiary account is held overseas.

I note Ms S says the funds were sent to a UK account also held with Revolut, but I've seen no evidence that's the case. I also appreciate Ms S feels very strongly that the evidence supports her allegation that she's been scammed.

However, even if I was able to say that she had been scammed and the Reimbursement Rules applied to her circumstances, I'm still not persuaded Revolut would need to reimburse her loss.

The Reimbursement Rules allow for a claim excess of up to £100 to be deducted by a PSP from the APP scam amount being claimed. And I note that Revolut's terms and conditions state that it will apply the excess to any claims made by a customer. Ms S's loss is less than the £100 excess. So, Revolut isn't liable to reimburse her.

Under the Reimbursement Rules, a PSP can't apply the excess if the customer is deemed vulnerable. For Ms S to be considered vulnerable, I'd need to be persuaded she was especially susceptible to harm because of her personal circumstances. Here, Ms S says she was vulnerable because, at the time of the disputed payments, she was carefully budgeting ahead of an upcoming holiday. I'm not persuaded that's sufficient to conclude Ms S was susceptible to harm or that she was vulnerable at the time. So, it wouldn't have been unfair for Revolut to have applied the £100 excess to her claim.

The disputed payments, of £42 and £10, weren't so unusual that I'd have expected Revolut to have been concerned that she was at risk of potential fraud. So, in the circumstances, I wouldn't have expected Revolut to have intervened and questioned the payments. And, even if it had, given the long-standing relationship Ms S had with the third party, any warnings or scam education are unlikely to have resonated with Ms S at the time to such an extent that she wouldn't have gone ahead with the payments – having successfully purchased 12 orders in the past without any issues.

I can't see that Revolut attempted to recover Ms S's funds by contacting the beneficiary bank. However, as Ms S didn't report the situation to Revolut until approximately two weeks after the payment was made, it seems highly unlikely that if this was a scam that any funds would've been available for recovery. So, I'm not persuaded this has been to Ms S's detriment.

Revolut declined Ms S's scam claim because it said her attempted purchase was unlawful. Ms S didn't agree with Revolut's answer, explaining that she didn't need a prescription for the medication and it was therefore *not* an unlawful purchase.

The medication Ms S was attempting to purchase can be purchased without a prescription. However, my research suggests that the purchase of this medication in the UK does require the approval of a pharmacist, though an online or in-person consultation.

Ms S wasn't purchasing the medication from a pharmacist. She was purchasing it from an individual who she was communicating with via a well-known social media platform. So, I can understand why Revolut reached the outcome it did. But, regardless of whether this was an unlawful purchase or not doesn't affect the outcome here, as I'm persuaded, for other reasons, that Ms S isn't entitled to reimbursement of her loss.

After reporting the alleged scam to Revolut, Ms S was asked the same questions multiple times and she had to provide the same evidence on more than one occasion. I accept that this wasn't helpful and it's clear from reading Ms S's conversations with Revolut that she was left frustrated by this.

There are times when a financial firm, like Revolut, will make mistakes. And, in Ms S's circumstances, those mistakes could've been avoided. I appreciate that Ms S believes Revolut should compensate her for the poor customer service. However, after considering what's happened, I don't find the impact of Revolut's mistakes to be so severe that an award of compensation is justified.

I have natural sympathy for Ms S. She's lost £52 and didn't receive the best service from Revolut. But, taking everything into consideration, I'm not persuaded Revolut needs to do anything to resolve the complaint.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

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

Liam Davies
Ombudsman