

The complaint

Mrs D complains that Revolut Ltd won't refund the money she says she's lost to a scam.

What happened

On 2 October 2025, Mrs D paid a seller I'll refer to as 'S' £5,900 via faster payment from her Revolut account for a vehicle she'd seen advertised on a popular online marketplace.

Mrs D says that, shortly after she received the vehicle, a warning light appeared. So, she paid for a professional inspection of the vehicle which revealed that it was in a worse condition than advertised and wasn't roadworthy. Additionally, Mrs D says that S failed to provide the warranty she was promised, and S cancelled the vehicle tax despite assurances that it would be paid up to September 2026. In November 2025, the vehicle broke down and had to be recovered.

S refused to accept a return of the vehicle or reimburse Mrs D.

Mrs D raised a scam claim with Revolut. Revolut thought the matter was a civil dispute between Mrs D and S rather than a scam, so it declined to reimburse her. Mrs D complained about Revolut's decision, then referred her complaint to our Service when it maintained its stance. She says the disputed payment was induced by clear dishonesty, so this is a matter of fraud – not a civil dispute about the condition of the vehicle she purchased.

Our investigator didn't uphold Mrs D's complaint. On balance, they agreed this was likely a civil dispute. Mrs D appealed the investigator's outcome, and her complaint has now 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.

It's not in dispute that Mrs D authorised the disputed payment. That means the starting position is that she's liable for it. In line with the Payment Services Regulations, firms are expected to process authorised payment instructions without undue delay.

However, Mrs D says she made the payment as part of an Authorised Push Payment ('APP') scam. From 7 October 2024, Payment Services Providers in the UK are bound by the Faster Payments Scheme ('FPS') reimbursement rules. Under these rules, most victims of APP scams should be reimbursed.

To decide whether Revolut should refund Mrs D's payment, I've therefore considered whether this issue meets the reimbursement rules' definition of an APP scam:

“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”*

Revolut has argued this matter is a private civil dispute rather than a scam. Such disputes – defined 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”* – aren’t covered by the reimbursement rules.

I appreciate Mrs D’s strength of feeling on this matter and I can understand why she feels she’s been scammed if the used vehicle she’s received is in a worse condition than she expected it to be. But the disputed payment went to the person she intended to pay. And, having carefully weighed up all the available evidence, I’m not persuaded on balance that there was a deception or mismatch regarding the payment purpose. I say this because Mrs D wasn’t tricked into making a payment to a scammer that had no intention of providing the goods she was paying for. Mrs D intended to purchase a used vehicle with the disputed payment, and she received the used vehicle she paid for, even if she’s not happy with it. It seems clear that S also intended the disputed payment to purchase a used vehicle.

From what I’ve seen, I’m not persuaded that this matter involves criminal fraud or dishonesty.

I can see why Mrs D is unhappy with the situation she’s in but, in the circumstances, I don’t think it was unfair for Revolut to reject her claim under the FPS reimbursement rules. And I don’t think there is any other reason why Revolut should refund any financial loss.

My final decision

For the reasons I’ve explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs D to accept or reject my decision before 21 May 2026.

Kyley Hanson
Ombudsman