

The complaint

Mrs B complains about Revolut Ltd.

She says that she has been the victim of a scam and would like Revolut to refund her the money she has lost.

What happened

Mrs B rented a property off an estate agent I will refer to as 'A'. She paid £4,302 across two transactions in December 2025.

However, after moving into the property, Mrs B encountered some maintenance issues and contacted the council.

The council confirmed that the property had been unlawfully rented to Mrs B, and was council owned. So, it appears the property was illegally sub-let by the original tenant. It went on to tell Mrs B that she needed to vacate the property.

Mrs B feels that she has been scammed by A, and complained to Revolut about what had happened, but it didn't uphold her complaint, so she brought it to this Service.

Our Investigator looked into things but didn't think that Mrs B's complaint should be upheld. The explained that there wasn't enough evidence to say that A deliberately set out to scam Mrs B, and so this was a civil dispute between Mrs B and A.

Mrs B didn't accept this – and asked for an Ombudsman to make a final decision, 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.

Having done so, I have decided not to uphold this complaint. I know this will be disappointing for Mrs B, and I can understand why she would feel like she has been scammed out of her money.

I should start by saying that I am very sorry for the situation Mrs B finds herself in, she has clearly been duped out of her money. However, I am unable to say that it was the estate agent that duped her – and so I cannot ask Revolut to refund her. I'll explain why.

In broad terms, the starting position in law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. 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 (PayUK) to change the Faster Payment Rules to require the firms that operate over Faster Payments to reimburse their customers sums paid as a result of APP (authorised push payment) scams (herein after referred to as the Reimbursement Rules) in certain circumstances. These Rules came into force on 7 October 2024.

In this case, I've first considered whether the Reimbursement Rules and associated guidance issued by the PSR are relevant to the payments in dispute. Where they are relevant, I must have regard to the rules and guidance, as well as considering what is fair and reasonable in all the circumstances of the complaint.

The Reimbursement Rules set out the requirements for a payment to be covered and sets out the features and definition of an APP scam. The Rules specifically define an APP scam 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”*

And the Rules specifically outline that private civil disputes are not covered. The term 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:

“2.6 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.”

2.5 provides an example of when this might apply:

“...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.”

Having considered the information available to me, I am unable to say that A set out to scam Mrs B – even though things haven't gone to plan. Mrs B made the payments to A as a deposit for the property and the first month's rent – and was able to move into the property. So, the payment was made to the intended recipient, and for the purpose they were intended.

A appears to be a legitimate business and has a presence on Companies' House. The bank that received Mrs B's money has confirmed that the account was run in a way that would be expected of a legitimate business.

Mrs B was also able to move into the property she wished to rent – and it wasn't until she reported some issues to the council that it became apparent that the flat had been illegally

sublet by the original tenant.

This isn't to say that Mrs B doesn't have a legitimate grievance with A – it is possible that it didn't do the checks it should have before advertising the property. But I can't say that this means it set out to scam her.

Mrs B may wish to get in touch with her local Citizens Advice service who can offer guidance. Its website is www.citizensadvice.org.uk.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 15 May 2026.

Claire Pugh
Ombudsman