

The complaint

Mr R complains that Revolut Ltd are holding him liable for payments that he says he didn't make or otherwise authorise.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here. In December 2022 Mr R told Revolut that he hadn't made a series of payments that had left his account. The payments in question took place in late November and early December 2022 and totalled around £600. They were all made to a merchant I'll refer to as P who provide online gambling services.

Revolut looked into Mr R's claim but ultimately said they couldn't help. They thought Mr R had made or authorised the transactions and declined to offer a refund. Mr R remained unhappy and referred the matter to our service. One of our Investigators considered the complaint but didn't recommend it should be upheld. In summary she didn't think the conclusion Revolut had reached was unfair. Mr R disagrees and has asked for an Ombudsman to review his complaint.

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've reached the same outcome as our Investigator and for similar reasons. I know this will be disappointing for Mr R, so I'll explain why.

Mr R's testimony is that he was abroad between 21 October and 5 December 2022 and that he didn't take his phone with him. He also says he wouldn't have made the transactions in question as he wouldn't gamble due to his religion and that (before going away) he had received a call which he thinks was from a scammer. He said during this call he answered the questions asked of him to pass security.

Generally speaking, customers are usually liable for payments they've authorised and banks are usually liable for unauthorised transactions. For a payment to be considered 'authorised' it requires that it was correctly authenticated (that being processed in line with the agreed method, such as chip and PIN) and that the account holder consented to the payment. The crux of this complaint is that Mr R is alleging that the payments he disputes are unauthorised.

I'm satisfied by the technical evidence provided by Revolut that each payment was correctly authenticated through the agreed process, in this case that being Apple Pay. So I next need to consider whether Revolut concluding that Mr R consented to the payments and holding him liable for them is fair and reasonable.

The evidence from Revolut shows that other payments, which Mr R hasn't disputed, were also authenticated using Apple Pay. These were made using the same device, at a time when Mr R says the phone was back in the UK. At least one of these payments was made in person, in the local currency, with the phone in question being present to authenticate the transaction. I'm more persuaded by the technical evidence from Revolut than I am by Mr R's testimony. And as such, I don't think Revolut's decision to reject Mr R's fraud claim and treat the disputed transactions as 'authorised' was unfair nor unreasonable.

I've also taken into account the suspicious phone call Mr R says he had, as well as him saying that other family members have had security issues with Revolut; his point about gambling; and his religion. But none of these change my mind as to the outcome of the complaint. Indeed, there were other payments made to a different gambling business which Mr R didn't initially raise when disputing the payments with Revolut.

Overall, there isn't a reasonable basis upon which I can tell Revolut they need to do anything further to resolve this complaint.

My final decision

For the reasons outlined 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 Mr R to accept or reject my decision before 24 May 2023.

Richard Annandale
Ombudsman