

The complaint

Mr B complains that Revolut Ltd has declined to refund disputed transactions that were made from his account.

What happened

On 6 December 2023, three transactions totalling £810.38 debited Mr B's account to an online payment processing company.

When Mr B discovered the transactions, he says he contacted Revolut to report them as unauthorised and asked it to refund the money. But Revolut didn't think it was liable for his loss. Unhappy with this, Mr B raised a complaint with Revolut. He was unhappy with the way it had handled his fraud claim. He said he believed his account was hacked and therefore felt he should be refunded.

Revolut said:

- It was sorry that Mr B experienced issues trying to complete its chargeback form in order to dispute the three transactions. It paid £20.97 compensation by way of apology for this.
- The device used to authorise the three transactions belonged to Mr B, and he'd confirmed it wasn't lost or stolen. Therefore, Mr B would have acknowledged the transactions and would have tapped the button within his Revolut App to confirm that he wished to proceed with them.
- It found no traces of fraudulent activity and would not be refunding the £810.38.

Mr B remained unhappy and referred a complaint to this service. But our investigator didn't think Revolut was responsible for his loss as she felt the evidence available showed that the transactions had likely been authorised by Mr B. Mr B didn't agree and asked for an ombudsman's decision.

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 agree with the conclusions reached by the investigator for reasons I set out below.

The regulations relevant to this case say that generally speaking, a bank is entitled to hold a customer liable for authorised transactions, and the bank is responsible for unauthorised ones. And I've taken that into account when deciding what is fair and reasonable in this case.

I'm satisfied that the disputed transactions were carried out using Mr B's card details, and the transactions were funded by a transfer from Mr B's son into his account the day before. Mr B is adamant that he didn't authorise these transactions, didn't respond to any links or hand over any security details to any third parties which may indicate the involvement of someone else. He believes that his account was hacked in some way.

But Revolut has provided evidence which it says shows each transaction was authorised by a 'push notification' that was sent to Mr B's phone before they were processed. It explained that such notification required the involvement of Mr B, or whoever was in possession of his phone at the time the messages were sent. Mr B has told us that on the day these disputed transactions were made, he had possession of his phone, and it wasn't lost or stolen. And I've taken that into consideration when looking at Revolut's technical evidence, and whether or not I think it's entitled to hold Mr B liable for the £810.38.

I'm satisfied from Revolut's records, that only one phone was registered to Mr B's account on 6 December 2023. I've asked Revolut if there was any possibility that such push notifications could've been sent to another device, or by another method, such as SMS for example. But, Revolut maintain that its push notifications required to authorise transactions are only sent to the registered phone on an account. And so, on the balance of probabilities, I'm satisfied such notifications were sent to Mr B's phone.

This in itself doesn't show that Mr B authorised the disputed transactions. I find Mr B very credible when he says this isn't about the money for him, but the principle of the matter. But, I've seen no compelling evidence that his Revolut account was hacked, and Mr B himself has said that nobody else had access to his phone to authorise the payments. I've considered whether there could have been any malware on Mr B's phone. But we've been given no indication this is the case, and this doesn't appear likely in the circumstances. I appreciate that Revolut stopped a fourth transaction to the same merchant from debiting Mr B's account, but that isn't a reason to conclude that it should refund the other three successful transactions made that day.

It follows that on balance, as a result of the evidence I've seen, I find that Revolut is entitled to hold Mr B liable for the disputed transactions, as I'm satisfied they were authorised by him in some way. And so I won't be asking it to refund them.

In relation to the issues Mr B experienced completing Revolut's chargeback form, I'm pleased to see that he was able to submit this accordingly after Revolut explained the requirements from the form. I think the £20.97 Revolut has already paid is sufficient compensation for the trouble Mr B would've experienced with this. And I won't be asking it to pay anything further.

My final decision

My final decision is that I do not 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 7 May 2025.

Lorna Wall
Ombudsman