

The complaint

Mr C has complained that Revolut Ltd won't refund transactions he says he didn't make or otherwise authorise.

What happened

In early 2024, around £20 was spent using Mr C's Apple Pay facility, across a number of small payments to merchants in the area where he was staying.

Mr C says this wasn't him. He suggested a fraudster must have somehow hacked his account and disguised the payments as Apple Pay payments.

Revolut held Mr C liable for the payments in dispute, as they were made using his Apple Pay facility, registered to his phone by a one-time passcode sent to his number, linked to his genuine contact details, and his phone had remained in his possession.

Our Investigator looked into things independently and didn't uphold the complaint. Mr C appealed, so the complaint's 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.

Broadly speaking, Revolut can hold Mr C liable for the payments in dispute if the evidence suggests that he authorised them.

I'm satisfied from Revolut's technical evidence that the payments in dispute were made using Mr C's Apple Pay facility. These payments were not "disguised" as Apple Pay payments, the security was not bypassed, and I've found no signs of unauthorised use.

The Apple Pay token was registered to a device with the same unique device ID as the phone Mr C continued to use afterwards. This was the same model of phone which Mr C confirmed to be the model he used. The Apple Pay token was registered a month before the disputed payments, using a one-time passcode sent to Mr C's genuine mobile phone number. The token was linked to the same contact details Mr C gave us. Mr C confirmed that his phone was protected by his biometrics, no one else had access to it, and it remained in his possession. Mr C confirmed the date when he registered his genuine Apple Pay token, and this was the only token registered to his account that day. The only other token which had been registered was one which Mr C confirmed was also his for his previous phone.

With all of that in mind, I'm reasonably satisfied that the disputed payments were made using Mr C's genuine Apple Pay facility, on his genuine phone, which remained in his possession. I've not found any likely or plausible way that they could've been made by a fraudster without his consent.

If someone had gained unauthorised access to Mr C's account, I might've expected them to take as much money as possible as quickly as possible, before they got blocked. But here, the payments were very small amounts, with spaces of days in between them, and a significant balance was left untouched. The spending seems broadly unremarkable – the merchants in question appear to have been a restaurant/café or bar and a groceries shop. The disputed payments were interspersed with Mr C's other genuine spending, and he topped up the account in between disputed payments.

The disputed payments were made in Mr C's general location at the time. Mr C pointed out that some of the payments came up with an address at the nearby airport, and he said he hadn't gone to the airport on those days. But it's worth keeping in mind that merchants will commonly list their address as their head office or administrative office, or they might take payments through a payment processing firm, which means the details on your statement might not quite match up to the exact location where the payments took place. So I can see how this might have caused some confusion for Mr C.

In summary, the disputed payments were made using Mr C's Apple Pay facility, registered to his phone, which only he had access to. There's no likely or plausible way that the payments were made by a third party without his consent, whereas the evidence supports these being genuine payments of Mr C's – though it may be that he doesn't recognise or remember them due to the listed addresses. Based on the evidence at hand and the balance of probabilities, it is most likely these payments were authorised, so Revolut do not need to refund them.

My final decision

For the reasons I've explained, I don't uphold Mr C's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 October 2024.

Adam Charles
Ombudsman