

## The complaint

Mrs B is complaining that Revolut Ltd hasn't agreed to refund payments she didn't make.

## What happened

Both parties are familiar with the circumstances of the complaint, so I'll only set out the key features here.

Mrs B is disputing 13 payments totalling £5,623.31 made from her account with Revolut on 21 February 2024 and 22 February 2024. The payments were made using her debit card details via Apple Pay.

Payment number	Date	Payee	Amount
1	21 February 2024	Merchant 1	£515.32
2	21 February 2024	Merchant 2	£396.29
3	21 February 2024	Merchant 2	£198.14
4	22 February 2024	Merchant 1	£515.05
5	22 February 2024	Merchant 3	£69.24
6	22 February 2024	Merchant 1	£594.19
7	22 February 2024	Merchant 1	£594.24
8	22 February 2024	Merchant 4	£23.61
9	22 February 2024	Merchant 1	£633.74
10	22 February 2024	Merchant 1	£594.10
11	22 February 2024	Merchant 1	£586.23
12	22 February 2024	Merchant 1	£507.01
13	22 February 2024	Merchant 1	£396.15

On 21 February 2024 Mrs B received a call from someone ("the scammer") claiming to be from the Financial Conduct Authority (FCA) who told her two of her credit card accounts had been compromised. The scammer knew Mrs B's full card details for her credit card accounts, including the CVV. On the scammer's advice Mrs B checked her account with another business and found that there were transactions she didn't recognise. The scammer told her to transfer funds from her other accounts into her Revolut account to keep them safe. The call lasted around seven hours, and Mrs B says she didn't notice the disputed payments had been made from her Revolut account until later on 22 February 2024.

Mrs B reported what had happened to Revolut, but it didn't agree to reimburse her, so she brought her complaint to the Financial Ombudsman Service. Our Investigator upheld Mrs B's complaint and asked Revolut to refund the payments to her. But Revolut didn't agree, so Mrs B's complaint has now been passed to me for review and a 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 outcome reached by our Investigator. I'll explain why.

### Authorisation

I've started by considering whether Mrs B authorised these payments. This is relevant as, in line with the Payment Services Regulations 2017 (PSRs), she would generally be liable for payments she authorises – whereas Revolut would be liable for unauthorised payments.

The PSRs specify that authorisation depends on whether the payment transactions were authenticated correctly – and whether the Mrs B consented to them. It doesn't appear to be in dispute that the payments were authenticated correctly (as in, the correct payment steps were completed). So, I've gone on to consider whether she consented to them.

The PSRs specify how consent is given: it must be in the form, and in accordance with the procedure, agreed between Mrs B and Revolut.

To establish the agreed form and procedure, I've reviewed the terms and conditions of Mrs B's account at the time the payments were made. These don't set out in detail how Mrs B consents to making payments using Apple Pay, which is the nature of the payments in dispute here. So, I've looked at the practical steps that would've been needed to make the payments. It seems Mrs B would have needed to use her Apple device and its associated biometrics with the merchant to make the payments.

Here, it's not disputed that it wasn't Mrs B who used the Apple device to make these disputed payments. Instead, it's agreed scammers set up Apple Pay on their own device with Mrs B's card details. It follows that I'm not persuaded she used the agreed form and procedure to consent to these payments.

Revolut argues that the payments should be considered authorised because Mrs B gave the scammer consent to make the payments by sharing her card details and a one-time passcode (OTP) – which were used to set up Apple Pay on the scammer's device. It's also said Mrs B reactivated the card in the app before Payment 1 was made, and when her card was frozen after Payment 1 was made, she was asked to prove her identity and provided selfies to do so. So, I have thought about whether this could reasonably mean that she gave permission for someone else to consent to payments on her behalf.

We don't know precisely how Mrs B's card details were compromised, but even if she did share her card details, this was for the purpose of safeguarding her account rather than for allowing payments to be made. While it seems Mrs B did share the OTP - either through allowing the scammer remote access to her device or by giving them the OTP during the call – I don't think she understood she was, in fact, allowing someone to set up Apple Pay with the intention of making payments from her account.

Mrs B also reactivated her card in Revolut's app after it was blocked prior to Payment 1, and then after Payment 1 when her card was blocked again, she provided two sets of selfies to prove her identity, which unblocked her card before the rest of the disputed payments were made. But I don't think that these actions amount to Mrs B authorising any of the disputed payments, because when she unblocked the cards, this wasn't linked to any specific payments that were subsequently debited from her account. And I also don't think it's clear that when Mrs B provided selfies to prove her identity she was enabling the disputed card payments to be made.

Considering that Mrs B was tricked into allowing someone to set up Apple Pay, I don't think it would be fair to say she gave a third-party permission to consent to payments on her behalf. It follows that I'm satisfied the disputed payments were unauthorised.

### Gross negligence

Revolut says that even if these payments are to be considered as unauthorised, it still shouldn't be held liable for them. That's because it thinks Mrs B failed with gross negligence to comply with the terms of the account and keep her personalised security details safe – something which, if proven, would mean Mrs B wouldn't be entitled to a refund under the PSRs.

To assess this, I've reflected on the circumstances that led to the scammer gaining access to the OTP to set up Apple Pay.

Mrs B was sent an OTP to allow Apple Pay to be set up on the scammer's device at around 10pm on 21 February 2024 – after she'd been on the call with the scammer for around four hours. She doesn't recall sharing the OTP with the scammer, although as I've mentioned she says the scammer did have remote access to her device which could be how they obtained the OTP.

It's unclear exactly how the scammer obtained the OTP. But given how the scammer knew personal information about Mrs B and the details of her credit cards, I can see why she trusted they were genuinely from the FCA and how she became panicked. In this state, I can also understand why she allowed the scammer remote access to her device, and if she did share the OTP when she was asked for it thinking it was to keep her account safe, I also think this was also understandable in the circumstances.

As I've explained, Mrs B reactivated her card before Payment 1 was made, and after her card was blocked again after Payment 1 she provided selfies within Revolut's in-app chat after apparently opening the chat by selecting the option saying that a transaction had been declined. But I don't think it's clear which specific transaction this was referring to. And although Mrs B went on to provide selfies on Revolut's request, I'm satisfied she thought she was doing this to prove her identity and protect her account rather than to allow specific payments to be made using her card.

This isn't to say Mrs B acted perfectly reasonably – but although her actions could be considered careless, she was under a lot of pressure at the time. And having considered the circumstances carefully, I'm not persuaded Revolut has shown she failed with gross negligence.

### **Conclusion**

It follows that, in line with the PSRs, I don't consider Mrs B can be fairly held liable for these unauthorised payments and Revolut must put things right – by refunding her losses from the payments alongside 8% simple interest per year to compensate her for the time she's been out of pocket.

### **My final decision**

For the reasons I've explained, I uphold Mrs B's complaint. Revolut Ltd must:

- Pay Mrs B the total of the unauthorised payments - £5,623.31; and
- Pay 8% simple interest per year on this amount, from the date of the unauthorised payments to the date of settlement (less any tax lawfully deductible).

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

Helen Sutcliffe  
**Ombudsman**