

The complaint

Mr O is unhappy Revolut Ltd (Revolut) won't refund transactions on his account which he says he didn't authorise.

What happened

On 31 August 2024, Mr O logged onto his Revolut app to discover a number of transactions totalling £1076 to a merchant he did not recognise. Mr O states the transactions were made without his authorisation.

The transactions took place on 30 August 2024 between 12.13pm and 5.14pm. Starting initially with multiple transactions for £18, which then increased to £28 being taken several times and finally £48 being deducted on a few more transactions.

Mr O initially reported his concerns to Revolut by email once he became aware, followed by further contact using the in-app chat function.

Mr O's chargeback claims were declined by Revolut. It said that as the payments were seen to be made using Apple Pay, chargeback rights did not apply.

Revolut didn't uphold Mr O's complaint. They said the payments could not be considered unauthorised since they were made using Apple Pay which would have required involvement from Mr O.

Our investigator looked into things but didn't uphold the complaint. Unhappy with this outcome Mr O requested his complaint be escalated for an ombudsman 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.

But first I want to acknowledge what Mr O has told us about his health. I can appreciate that this has been a difficult time for Mr O, and I want to reassure him that I have taken his circumstances into account when looking at this complaint.

I'd also like to clarify that although I've only provided an overview of what happened, I've read and considered everything that has been provided.

When considering what's fair and reasonable, I'm required to take into account relevant law and regulations; the regulator's rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there's a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

The starting position, in line with the Payment Services Regulations 2017 (PSRs), is that Mr O is presumed liable for payments he authorised, and that Revolut is liable for unauthorised payments. This position is reflected in Mr O's account terms and conditions.

My next consideration is whether I think it's more likely than not Mr O, or someone acting on his behalf, consented to the transactions. To consider a payment authorised, the PSRs explain that Mr O must have authenticated and given his consent to the execution of the payment transaction – and that consent must be in the form, and in accordance with the procedure, agreed between him and Revolut.

Internal records from Revolut show the payments in dispute were authenticated using an Apple Pay facility. It seems that a request was made to tokenise Mr O's Revolut card to use Apple Pay on 13 August 2024 and the same digitalised card ID number was then used for all the transactions disputed.

I've thought carefully about what steps needed to be followed to make payments using this Apple Pay facility. Revolut have provided the process someone would have had to follow to set up Apple Pay on the device that was used for the disputed transactions and have shown that it would have involved Mr O's active participation. It included Mr O having to add his Revolut card details to the wallet app of the Apple device which was then verified by a one-time passcode (OTP) which would have been sent to Mr O's registered phone number. This would then have been followed by another notification to Mr O confirming the card had been added to an Apple Pay facility. The evidence presented suggests login was from Mr O's registered device on 13 August at the time Apple Pay was added.

I note Mr O states he does not possess an Apple device and instead exclusively uses a Samsung phone and says that payment via Apple Pay was not possible. But the evidence provided by Revolut relating to Mr O's devices, shows that Mr O used a separate Apple device and this was not the first time Mr O had requested the use of, and set up Apple Pay on his account with Revolut. So, it seems more likely the Apple Pay device was just another separate device that Mr O tokenised via the OTP code sent to his registered phone number.

The internal records from Revolut show an OTP was sent to the same contact number that Mr O gave us and had recorded with Revolut, so I'm satisfied the OTP was sent to Mr O's genuine phone number and that was how Apple Pay was validated. So, it follows that I don't think Revolut did anything wrong in allowing Apple Pay to be set up.

From what I can see, Mr O's card was added to Apple Pay on 13 August, but the payments were not attempted until over two weeks later on 30 August. What I find unusual is why a fraudster would wait several days before attempting to make these payments. I acknowledge there may have been some declined transactions, but I find it strange that the fraudster didn't try and maximise access to Mr O's money or drain the account sooner. This doesn't strike me as typical fraudster behaviour.

Mr O maintains he retained possession of his phone throughout and that no third party had access to his device. He also confirmed his device was strictly protected and access was only possible using either a passcode or biometrics. So, it seems that in order to carry out the transactions, a third party would have needed to take Mr O's phone without him realising, unlock it using his passcode or biometrics, request an OTP and then use this to tokenise a separate device and authorise the transactions over a two-day period. So, it's difficult to see how someone carried out the transactions without Mr O's knowledge or consent.

Mr O has been consistent that he did not authorise the transactions he disputes. But without any evidence to suggest how his details were compromised, or an explanation as to how

someone could have acquired the necessary information to set up Apple Pay and authorise the payments without his knowledge, I can't uphold this complaint.

With all of the above in mind and considering the evidence presented, I'm satisfied that it's more likely than not that the disputed payments were made after an OTP sent to his genuine phone was used to tokenise another device. And I've not found any reasonable explanation that they could've been made by another third party without his consent.

I can see that some of the payments were declined due to there being an insufficient balance in the account to accommodate all the requests, and considering the individual value of the payments, I can see why Revolut didn't consider there to be any reason to intervene or provide warnings to Mr O.

I also appreciate that Mr O has questioned why his chargeback claims were declined. Here, I find that the Apple Pay payments were only possible because Mr O authorised the use of his Revolut card details via Apple Pay using the OTP as I've explained above. And I don't find it likely that the disputed transactions could've been made by someone without Mr O's authority because access to Mr O's device was required. As all the transactions disputed were authenticated in this manner, they are not considered viable under chargeback under the card scheme rules. Having reviewed this, I'm satisfied that Revolut acted fairly in declining these claims.

I realise that just because there's no obvious point of compromise, it doesn't mean Mr O made the payments himself. But here, given my observations, and based on what Mr O has said about his phone remaining in his possession at the time of the OTP code being received, and it being protected with both a passcode and facial recognition, so required him to be personally present to receive the SMS from Revolut. It seems more likely than not that these payments were made by Mr O, or someone with this authority. That means I don't consider Revolut has been unreasonable in holding him liable.

I don't doubt this has been a difficult time for Mr O, especially given his health, and it is understandable that he is upset. But my role is to consider whether Revolut are being unfair in holding Mr O liable for the transactions he is disputing on his account. Having considered the evidence provided, on balance I'm persuaded that either Mr O, or someone he entrusted, consented to the payments on the account.

I recognise that Mr O will be disappointed with this outcome. But in the circumstances, I'm not persuaded that Revolut can fairly or reasonably be held liable for his loss.

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 O to accept or reject my decision before 23 September 2025.

Sukhdeep Judge
Ombudsman