

The complaint

Mr T complains that Revolut Ltd has declined to reimburse payments he says he didn't make or allow anyone else to make.

What happened

Mr T is disputing over £900 worth of Apple Pay transactions from his account. He says he doesn't have Apple Pay and didn't set this up or authorise the payments.

Revolut declined to reimburse the payments on the basis that it didn't have valid grounds for a chargeback in the circumstances.

When Mr T referred his complaint to our service, the investigator didn't uphold it. In summary they thought Revolut had acted fairly in treating the payments as authorised and said that while they considered Mr T's points about whether Revolut ought to have identified the payments as suspicious, no information had been provided to suggest that a scam had taken place. They explained they didn't think Revolut needed to pay Mr T any compensation in the circumstances.

Mr T didn't agree – in summary he said he had received a push notification to open his Revolut app on the day that the Apple Pay was set up but that he hadn't done anything else. He raised concerns about Revolut's processes and wanted proof of the specific one-time passcode (OTP) that was used to set up the Apple Pay as he didn't think one had been used at all. In support of this, Mr T says that when he added his card details to another app, this didn't require an OTP to do so.

The investigator explained why their opinion remained the same and added that they didn't think Revolut did anything wrong in concluding it didn't have grounds to raise a chargeback.

As an agreement couldn't be reached, the matter has been passed to me for consideration by an ombudsman.

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'm not upholding this complaint for similar reasons to the investigator.

Has Revolut acted fairly in treating the disputed payments as authorised?

Under the relevant law - the Payment Services Regulations 2017 (PSRs) – the starting point is that Mr T is liable for payments he authorised, and Revolut is generally expected to reimburse unauthorised payments.

Where a payment is authorised, that will often be because the account holder has made the payment themselves. But there are other circumstances where a payment should fairly be considered authorised, such as where the account holder has given permission for someone

else to make a payment on their behalf or they've told their payment service provider they want a payment to go ahead.

Here, Mr T says he didn't take the steps that set up Apple Pay with his card on 30 September 2024, nor did he make the payments he's disputing on 2 October 2024. He's explained the device he uses to access his Revolut banking app is his phone which is an android, and that this was in his possession at the time – he only recalls receiving a push notification and opening his app. Mr T insists he wasn't asked to confirm the Apple Pay set up or use any codes. He thinks this process was automatic and there is a flaw in Revolut's security processes.

Revolut says the following steps were needed to set up Apple Pay on a new device at the time:

- The user inputted Mr T's card information on the device.
- The set up required the use of an OTP to be entered on the device.

Revolut has provided evidence to show the following took place on 30 September 2024:

- 20:13 – A log into Mr T's banking app from his registered device using his passcode and card information was viewed.
- 20:14 – Apple pay creation initiated
- 20:15 - An SMS message was sent to Mr T's phone number, and a push notification was sent to Mr T's phone – these said he needed to open his banking app to add his card to Apple Pay.
- 20:15 – A log into Mr T's banking app from his registered device linked to the aforementioned push notification. The user would have seen a page asking them to select "confirm" or "not now" to "Confirm adding your card to Apple Pay". The OTP page was opened – this page explains "Enter your codes on Apple Pay to finish adding your cards". The code was copied.
- 20:16 – The user in Mr T's banking app revisited the OTP page.

Revolut has also provided evidence that the Apple Pay token was verified using "APP_OTP".

Where evidence is incomplete, missing or contradictory, I need to determine what I think is more likely than not to have happened. I do this by weighing up what I do have and making a finding on the balance of probabilities.

Based on the information provided, I think it's more likely than not that Mr T was involved in setting up the Apple Pay. Either by doing this himself or by sharing secure information including an OTP with a third party. I haven't been provided with anything to suggest Mr T fell victim to a scam – Mr T has maintained that he didn't take these steps and only opened his banking app in response to a notification. As this conflicts with the evidence, I don't think the events could have unfolded as Mr T has described. For these reasons, I'm not persuaded that Revolut has acted unfairly in concluding there has been no fraud and therefore in treating the payments as authorised.

I understand Mr T thinks there is a security flaw with Revolut's process, but I haven't seen any evidence to support this. Our service isn't a regulator and so it isn't our role to set a business's processes or procedures. Revolut has provided a significant amount of evidence to demonstrate the above took place which I find persuasive, and I'm satisfied I can reach a fair outcome based on this. While it may be possible to add a card to an app without using an OTP (as Mr T has referenced) I've explained why I'm persuaded the OTP from Mr T's banking app was used to set up Apple Pay in the circumstances.

Other considerations

- Mr T says that Revolut ought to have done more to identify the payments as suspicious and protect him from fraud. Particularly in light of the Consumer Duty and pace of the payments. While there are some circumstances in which our service may conclude a business is fairly responsible for a loss arising from authorised payments if among other things we consider they should have prevented the loss, as explained above I'm not persuaded the evidence supports that Mr T has lost his funds to fraud here and so it wouldn't be fair for me to make an award on this basis.
- Mr T has also said he's unhappy with how Revolut dealt with his claim and that he was left vulnerable abroad without funds. I've considered this, but as Revolut acted quickly to investigate and decline Mr T's claim, and I have concluded this was a reasonable outcome, I don't think it's responsible for the situation this left him in. I can see Mr T did top up his account, but I appreciate he may have needed to borrow money to do so. I don't think Revolut needs to make an award in the circumstances.
- Mr T says Revolut should have raised a chargeback in the circumstances. Revolut declined to raise a fraud chargeback as it didn't think it had grounds for a successful claim based on how the payments were made. Chargebacks are a voluntary scheme with limited grounds set by the card scheme provider. Revolut wouldn't be expected to raise a claim that it reasonably thought would be unsuccessful. I've explained above why I think Revolut has acted fairly in treating the payments as authorised and so I don't think it made an error in declining to raise a chargeback in the circumstances.

My final decision

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 T to accept or reject my decision before 13 October 2025.

Stephanie Mitchell
Ombudsman