

## **The complaint**

Mrs R complains that Revolut Ltd is holding her responsible for transactions which she says she didn't authorise.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mrs R has said that on 4 October 2024 numerous transactions were debited from her account which she didn't authorise. Mrs R got in touch with Revolut but they couldn't reach agreement about things, so Mrs R referred her complaint about Revolut to us. As our Investigator couldn't resolve the matter informally, the case has been passed to me for 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've decided to not uphold this complaint, for materially the same reasons as our Investigator, for the following reasons.

Generally speaking, Revolut is required to refund any unauthorised payments from Mrs R's account, and Mrs R should only be responsible for transactions made on her account that she authorised. Those rules are set out in The Payment Services Regulations 2017. Mrs R has said that she didn't authorise the disputed payments. So, I have to decide whether or not I think Mrs R most likely did authorise them.

There are two parts to authorisation: authentication and consent. In terms of authentication, I've seen information that the disputed payments were made via Apple Pay; that is, in this case, by Mrs R's Revolut debit card being linked to Apple Pay, and the payments then being instructed through Apple Pay. I'm persuaded from the information that to link Mrs R's card to Apple Pay, not only were her card details needed, but also a one-time passcode ("OTP"). And in this case, Revolut has provided information from which I'm persuaded that the OTP was sent to Mrs R's mobile number. There isn't anything I've seen that persuades me that the transactions were enabled or authorised in anyway other than this. However, this isn't enough, on its own, to say the payments were authorised. To decide Mrs R authorised the payments, I also need to be persuaded that she most likely consented to them.

But in this case, with regards to consent, I'm not persuaded that Mrs R most likely didn't consent to these payments. This is because there's no suggestion in this case that Mrs R was tricked into sharing the OTP with a third-party fraudster; nor have I seen any persuasive evidence that someone likely could have, in this instance, had access to Mrs R's phone, phone number or OTP without Mrs R knowledge and consent. This means I can't see a point of compromise for both Mrs R's card details and the OTP needed to link it to Apple Pay, nor any other plausible explanation as to how these payments out of Mrs R's account likely could have been made by a third party without Mrs R's knowledge and/or consent.

So, as I haven't seen anything that persuades me these disputed transactions were unauthorised or the result of a scam, I can't fairly say here that Revolut ought to have any responsibility to have prevented or to refund them in circumstances like this.

Whilst I've thought carefully about everything Mrs R has said, this means that I'm not persuaded Revolut has done anything wrong here. I'm satisfied from the evidence that Mrs R, contrary to what she told us, likely did authorise these payments and that Revolut hasn't acted unfairly or unreasonably in the way it's dealt with her complaint, nor that it could fairly be held responsible for the loss Mrs R has sought to claim for.

### **My final decision**

For the reasons explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 20 October 2025.

Neil Bridge  
**Ombudsman**