DRN-5353792

The complaint

Mr S complains Revolut Ltd ("Revolut") refuses to refund him for transactions on his account he says he didn't authorise.

What happened

The facts of this complaint are well known to both parties, so I won't repeat them in detail here.

In short, Mr S disputed over 200 transactions on his account made between 15 September and 8 October 2024. The transactions were all card payments, so he raised chargebacks on these on the grounds of fraud. The chargebacks were all rejected. Mr S wasn't happy with this outcome. He says he didn't make, or authorise anyone else to make, these transactions on his account. So, he says Revolut should refund him in full.

Revolut considered Mr S's complaint, and the chargebacks raised. Ultimately Revolut decided it could not find any evidence of fraud on Mr S's account, so it declined his complaint. It said most of the payments passed through an additional verification step (3DS) which required Mr S to confirm the transactions via his Revolut app. As this was carried out successfully, Revolut feels it is fair to hold Mr S liable for all the payments.

Our investigator considered the complaint and felt this outcome was reasonable. Mr S wasn't happy with this, so the complaint has been passed to me for a final 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.

Generally speaking, Revolut is required to refund any unauthorised payments made from Mr S's account. Those rules are set out in the Payment Service Regulations 2017. Mr S has said he didn't carry out the transactions in dispute. I then have to give my view on whether I think Mr S did authorise the transactions or not.

Revolut has provided evidence to show the transactions in dispute were online card payments. So, whoever completed these had Mr S's full card number, expiry date, CVV number and his correct postcode to complete the payments online. While it is Mr S's responsibility to keep his card details safe, there are a number of ways a 3rd party could get these details without the cardholder's consent. So, this alone doesn't persuade me that Mr S was responsible for the transactions in dispute.

However, Revolut has also provided evidence that most of the transactions in dispute passed through an additional verification step known as 3DS. This requires the transactions to be approved in the Revolut app before the payment is processed. So, whoever completed these transactions also had access to Mr S's Revolut app.

Mr S is adamant that he didn’t carry out these transactions, so he says someone else must have cloned his SIM or gained remote access to his device to carry out the payments without his knowledge. So, I have considered whether this is likely in the circumstances.

As the investigator explained, if someone else had cloned his SIM, his actual SIM would’ve stopped working. The transactions in dispute were carried out over a couple of weeks, so I think Mr S would’ve seen that his phone had stopped working during this time had someone cloned his SIM. We also asked Mr S about unusual emails or calls, or about any new apps he had downloaded. Mr S explained that his social media and email accounts had been hacked a few months prior to the transactions, and he think his Revolut might have been accessed through his email account. However, to approve the payments, they had to be in the Revolut app. So even if someone had access to Mr S’s emails, and social media accounts, this doesn’t explain how they were able to get into his Revolut app which was protected via a passcode and biometrics. Specially as there is no evidence these details had been changed.

Mr S says he wasn’t even aware any of the transactions were taking place at the time. However, having considered his account history in detail I have seen during the period the transactions were taking place his account was topped up from other accounts, and then used to make payments in dispute in the same amount. The account was also active during this period, with undisputed transactions as well as the disputed ones. This suggests Mr S had sight of this account at the time and was funding the disputed payments from other sources.

The frequency and destination of the payments does seem unusual as there are multiple payments to what appears to be cryptocurrency trading platforms and money exchange services. However, there were no payments so large or out of character that I would’ve expected Revolut to have flagged or blocked them. And based on the evidence provided and everything Mr S has told us, the most likely explanation here is that Mr S authorised the transactions himself. Therefore, I think the outcome reached by Revolut and our investigation is reasonable.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S to accept or reject my decision before 18 September 2025.

Sienna Mahboobani
Ombudsman