

THE COMPLAINT

Mr S complains that Revolut Ltd (“Revolut”) will not reimburse him money he says he lost when he fell victim to a fraud.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Mr S’s Revolut card was linked to a mobile device which was used to make several payment transactions (“the Transactions”) in France. Mr S says he received a suspicious telephone call from someone trying to connect his card to a mobile device, and asking Mr S for a code. Mr S argues that he did not provide a code, did not add his card to the mobile device concerned, nor made the Transactions. The Transactions were made on 2 September 2024. They were approximately six in total and amounted to circa £1,100/1,300 EUR.

Mr S disputed the above with Revolut. When Revolut refused to reimburse Mr S, he raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Mr S did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

Under the Payment Services Regulations 2017, there are two things that need to be satisfied for a payment(s) to be considered authorised. They are authentication and consent. Turning to authentication. Based on the technical evidence before me, I am persuaded that the Transactions were authenticated. I deal with consent below.

Mr S has/had his Revolut card linked to an Apple Wallet on his mobile device. I will refer to this as the “First Device”. Mr S’s card was also linked to a Google Wallet on another device. I will refer to this as the “Second Device”.

Based on the evidence before me, I can see that Mr S's Revolut card was linked to the Second Device on 26 August 2024. Before the card could be linked to the Second Device, a process ("the Process") needed to be completed. The Process involved a one-time passcode being generated on the First Device, and then this code being entered on the Second Device. Mr S's position is that he never completed the Process and that he never provided the passcode to a third-party – including the person he says he received a suspicious telephone call from requesting a code. The suggestion is that a third-party somehow completed the Process and then made the subsequent Transactions without Mr S's consent.

The technical evidence shows that Face ID was used to access the First Device on 26 August 2024 at or around 10:21 a.m. The evidence also shows that during this same login session, the one-time passcode concerned was generated.

Other than Mr S's testimony, I have not been provided with any persuasive evidence to support the proposition that a third-party was able to complete the Process. I have not seen any evidence showing that the First Device was compromised in some way. In fact, Mr S confirmed to the investigator, when asked about the First Device, that he had never lost it, no one had access to it, and that Face ID was enabled on it.

For these reasons, I am only able to conclude, on the balance of probabilities, that Mr S had some involvement in completing the Process, which subsequently led to the Transactions being made. I am not persuaded, based on the evidence before me, that a third party completed the Process and made the Transactions without Mr S's involvement and consent.

Mr S suggests there was a security failure on Revolut's part. However, I have not seen any evidence to support this proposition.

Turning to Mr S's submissions that given Revolut intervened in one of the Transactions, it ought to have intervened earlier. Even if I accepted this argument, I am not persuaded this would have made a difference in the circumstances. I say this because of my conclusions about Mr S's involvement in this matter (set out above).

I note that Revolut made an offer to resolve this complaint. The investigator communicated this offer to Mr S. He rejected it. It is now a matter for Revolut as to whether it wants to honour its offer.

Conclusion

Taking all the above points together, I do not find that Revolut has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Revolut to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, 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 S to accept or reject my decision before 12 January 2026.

Tony Massiah
Ombudsman