

## **The complaint**

Miss A complains that Revolut Ltd is holding her liable for a payment she didn't make or otherwise authorise.

## **What happened**

The detailed background to this complaint is well known to the parties. Briefly, Miss A unfortunately fell victim to an impersonation scam in August 2024. She was contacted over the phone by someone who claimed to be from the fraud department of another financial business she banks with, and they mentioned suspicious activity. Under the guise of helping her secure her accounts, the scammer tricked Miss A into moving funds to her e-money account with Revolut. The scammer then told Miss A to share her Revolut card details – it was explained to her that this was to confirm her identity. Subsequently, Miss A discovered that a transaction of nearly £3,500 had debited her Revolut account.

Although Revolut didn't dispute that Miss A had fallen victim to a scam, it declined to refund the payment on the basis that she'd shared a One-Time Passcode (OTP) with the scammer. It said the payment was made using Apple Pay, through a tokenised version of her card, which could have only been set up on the scammer's device if the OTP it sent Miss A was shared with them. Revolut also said it didn't have chargeback rights in the circumstances as the payments couldn't be considered fraudulent, so recovery wasn't possible.

Our Investigator thought that the disputed transaction was unauthorised as Miss A didn't knowingly give consent for someone else to make payments from her account. They considered that Miss A most likely shared the OTP thinking it was necessary to protect her account. But the Investigator concluded that Miss A could still be held liable for the payment as they considered she failed with gross negligence to keep her security details safe. Amongst other things, the Investigator noted that Miss A confirmed she recognised the transaction when Revolut took additional steps to verify that the payment was being made by its genuine customer.

Miss A disagreed with the Investigator's findings and asked for the matter to be reviewed by an Ombudsman. After the complaint was passed to me, I contacted Miss A informally as I'm allowed to under our rules. I said that while I also didn't think Revolut needed to refund the disputed payment, my reason was different to the Investigator's. I explained why I thought it was fair for Revolut to treat the transaction as authorised, and why I didn't think it could have done more to stop Miss A from making it.

Miss A didn't agree with my findings and asked for a formal decision to be issued.

## **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.

It's common ground that Miss A fell victim to a sophisticated social engineering scam. The relevant law here is the Payment Services Regulations 2017 (PSRs). In simple terms, the starting point is that Miss A is responsible for authorised payments, and subject to certain exceptions Revolut would generally be liable for unauthorised payments.

*Is it fair for Revolut to treat the payment as authorised?*

From the technical evidence that Revolut has provided, the payment was correctly authenticated using an Apple Pay token which is linked to Miss A's card information. This Apple Pay token was set up using an OTP which was delivered to Miss A's Revolut app. As there's no suggestion that the scammer had access to Miss A's device, on balance, I'm satisfied that the OTP was accessed by Miss A. And based on the wider circumstances of what Miss A says happened, I also think she likely shared this OTP during the call.

But authentication alone isn't enough to consider a payment authorised. To consider a payment authorised, the PSRs explain that Miss A must have given her consent to the execution of the payment transaction – and that consent must be in the form, and in accordance with the procedure, agreed between her and Revolut.

In other words, consent happens when Miss A completes the steps agreed for making a payment. It's also possible for someone else to act on Miss A's behalf and complete some or all of the agreed steps. And for the purposes of whether a payment is authorised, it doesn't matter if Miss A was deceived about the purpose or amount of the payment.

To establish the agreed form and procedure, I've reviewed the terms and conditions that Revolut has referred us to. They simply state that Miss A can consent to payments by using her Revolut card. Here, Miss A didn't use her (tokenised) card – the scammer did. I also accept that in sharing the OTP, Miss A didn't intend to give consent to the scammer to make the payment on her behalf.

But, to determine whether it's fair and reasonable for Revolut to treat the payment as authorised, I've taken into account that Revolut blocked Miss A's card when the transaction in question was first attempted, and asked her to review it in the app. The technical evidence shows that Miss A accessed her Revolut app during this time and confirmed that she made the transaction. After this, the card was unblocked and ready to be used again. And a second payment was attempted for the same merchant and amount. This time it was processed.

Miss A recalls the scammer telling her that Revolut would complete a 'functionality test'. So it could be that she likely completed the steps in the app under the scammer's instructions. However, by confirming that it was her who made the payment that had flagged, Miss A made a representation to Revolut that she recognised the transaction in question, and it was indeed she who had attempted to make it. And having reviewed the in-app screens that Miss A would have seen, I think it's clear that they relate to a payment. This is because they set out the transaction details such as name of the merchant, time, and amount. As such, I think it was reasonable for Revolut to rely on this representation when Miss A confirmed the transaction. So, shortly after, when another payment was attempted for the same amount and to the same merchant using the payment token, I consider that it's fair for Revolut to have treated it as being authorised by Miss A.

What this means is that although I acknowledge that Miss A didn't share her card details or the OTP with the understanding that she was giving consent for a payment to be made, the steps taken in-app to confirm the payment and unblock her card means that Revolut can fairly treat the disputed payment as being authorised. And because of that, under the PSRs, Miss A will be considered liable in the first instance.

*Is there any other reason why it would be fair for Revolut to be held liable?*

I've considered whether Revolut could have done more to prevent the payment from being made. Considering it had already declined a payment and warned Miss A about the possibility of the payment being linked to a scam – warnings were displayed on the in-app screens – I don't consider it needed to do anything more at the time of the second attempt. Especially if it had already been reassured by its genuine customer that they recognised the declined payment and wanted to make it.

Once the payment was processed, Revolut wouldn't have been able to stop the funds from leaving the account – even if they were held in 'pending' status. The pending status simply reflects the fact that the merchant is yet to collect an authorised payment. It doesn't mean that the payment can be cancelled or reversed.

And given the way the payment was made, a chargeback can't be raised on the basis that it was fraudulent. A chargeback on the grounds of goods and services not received would also be unlikely to succeed as it's a common feature of the scam Miss A has described that services or goods are provided by the merchant – it just happens to be for the scammer's benefit rather than the cardholder.

In summary, I'm sorry that Miss A fell victim to a scam and lost a considerable sum of money. But I don't think Revolut has acted unfairly in treating the payment as being authorised. And I'm not persuaded it could have prevented Miss A's loss. So, while I appreciate that Miss A is a victim here, I don't uphold her complaint against Revolut.

**My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 10 February 2026.

Gagandeep Singh  
**Ombudsman**