

The complaint

Ms B complains that Revolut Ltd is unfairly holding her liable for transactions from her Revolut account 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, there were 23 transactions made on Ms B's Revolut account in December 2024 that Ms B says she didn't authorise. Ms B and Revolut were unable to reach agreement about things, so Ms B referred her complaint about Revolut to us. Our Investigator was unable to resolve things informally, so the matter 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.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter. If there's something I've not mentioned, it isn't because I've ignored it – I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

A consumer should only be responsible for transactions made from their account that they've authorised. Ms B has said she didn't give permission for the transactions in dispute to be made but Revolut believes she did. So, I have considered the evidence available to decide whether or not I think Ms B authorised these transactions.

Where I can't be sure about something, I need to make my decision based on the balance of probabilities – in other words, based on what I think most likely happened, taking into account all the available evidence and arguments.

The Payment Services Regulations 2017 set out the rules that apply here, and the two main elements for me to consider are the authentication of the transactions and consent. I need to be sufficiently satisfied on both of these elements in order to conclude that Ms B most likely authorised the transactions in dispute.

I've seen information from Revolut that satisfies me that:

- The disputed payments were made via Google Pay. That is, in this case, by Ms B's Revolut debit card being linked to Google Pay, and the payments then being instructed through Google Pay;

- To link Ms B's card to Google Pay, not only were her card details needed, but also a one-time passcode ("OTP"). And in this case, the OTP to do this was sent via Ms B's Revolut app on her phone.

Ms B has said herself that on 7 December 2024 she had acquired a new phone, whilst maintaining possession of her old one, and that she used an OTP to set up Google Pay. There isn't anything I've seen that persuades me that the disputed transactions were enabled or authenticated in anyway other than this.

I've not seen any persuasive evidence in this case that anyone would likely have had access to Ms B's Google Pay in order to make these transactions without her knowledge and consent. There's nothing about the way in which Google Pay was set up that makes me think someone else did that. I also can't see from what Ms B has said that any third party would have had access to Ms B's device(s) without her knowledge and consent to make these payments using Google Pay without her knowledge and consent. This means I can't see a plausible explanation as to how these payments out of Ms B's account likely could have been made by a third party without Ms B's knowledge or consent.

This means I haven't seen anything that persuades me that these disputed transactions were unauthorised or the result of a scam, nor that I could fairly say that Revolut ought to have had any responsibility to have prevented them or to refund them.

The above applies to all of the 23 transactions but the first one. The first transaction was completed by card, not Google Pay, on 7 December 2024. And although I understand a provisional refund of this amount was provided on 22 December 2024, this was reverted on 7 February 2025. So I've thought about this transaction separately from the Google Pay ones I've addressed above. However, Revolut's internal notes set out that the chargeback claim on this transaction failed because the merchant responded to Revolut and provided documentation supporting the transaction details and information that matched – such as name, email address, phone number, shipping address. It would be very unusual for a third-party fraudster to have made such a transaction and not have proceeded to take more money from Ms B's account. And in the overall circumstances, including what I've explained above, I don't think I could fairly tell Revolut that it should refund this transaction as authorised given the information presented.

Overall, therefore, whilst I've thought carefully about everything Ms B has said, this means that I'm not persuaded Revolut has done anything wrong here.

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 Ms B to accept or reject my decision before 31 December 2025.

Neil Bridge
Ombudsman