

The complaint

Mr C complains that Revolut Ltd is holding him liable for payments he didn't make.

What happened

In December 2024, Mr C reported several card payments totalling just over £700, to an e-commerce company and a telecommunications provider, as unauthorised. The disputed transactions took place over a three-week period starting mid-November. Revolut declined to refund Mr C and said that based on the account activity information the transactions were unlikely to be considered unrecognised. Subsequently, Revolut also closed the account.

Mr C complained to Revolut before bringing his complaint to our service. He said his ex-partner stole his Revolut card and added it to their own e-commerce account to make payments. They also topped up their phone credit.

Our investigator concluded that, based on the information available, the payments were likely authorised as they were either completed by Mr C or someone with his knowledge or consent. They explained that some of the payments went through additional verification which was completed in Mr C's Revolut app. As there was only one device registered to his Revolut app and no one else had access to it, it's unlikely that a third party could have accessed his device and app. The investigator also thought that Revolut hadn't acted unfairly in closing his account as it had given him 60 days' notice as per the account terms and conditions.

Mr C appealed the investigator's outcome and said that his ex-partner used his card without his permission. He also said that at the time of the disputed transactions, his ex-partner was staying with him, and they must have had his phone when he was asleep.

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.

The Payment Services Regulations 2017 (PSRs) are relevant here. In simple terms the starting point is that Mr C is liable for authorised payments, and subject to certain exceptions, Revolut is liable for unauthorised payments.

So, I'll first address whether Revolut has acted fairly in holding Mr C liable on the basis that the payments were authorised. As Revolut has shown the disputed payments were correctly authenticated, the issue here is whether Mr C (or someone acting on his behalf) consented to the payments.

Where evidence is missing, incomplete, or contradictory, I need to determine what I think is more likely than not to have happened. I do this by weighing up the evidence provided and making a finding on the balance of probabilities.

Having considered everything provided, I'm persuaded that it's fair for Revolut to have treated the disputed payments as authorised. I'll explain why.

From the information Revolut has provided, some of the transactions required additional verification in the Revolut app on Mr C's device before they could be processed. Mr C's Revolut app was only set up on one device. That means in order to make some of the disputed payments, an unauthorised person would have needed access not just to Mr C's card details but also access to his device and his Revolut app over this period and without him noticing.

We've asked Mr C for anything that might explain how an unauthorised party could have got this access without his involvement. He states that in addition to stealing his card, his ex-partner must have also accessed his phone when he was asleep.

But there were at least three occasions where additional verification was requested. First, at the time of the initial transaction. The other two times was three weeks later, on the last day of the transactions. Even if the third party was able to gain access to Mr C's device at these different times, it's still unclear how they managed to unlock the device and log on to his Revolut app, given he told our service no one else knew his password.

The timespan of the transactions does also feed into my determination of what is likely to have happened. If an unauthorised party had such wide-spanning access to Mr C's payment details over the given period, it does seem odd that he wouldn't have noticed the disputed payments earlier. I say this because they occurred in amongst undisputed payments. And the account use suggests awareness of how the account had been used, seeing there were account top-ups as well as transfers out of the account.

Overall, for the reasons I have set out, I consider it more likely than not that Mr C authorised these payments. Whilst it is possible that Mr C's involvement didn't extend to making each payment himself, I can't see how someone acting without his authority could have got the level of access needed to make these payments. And I consider it unlikely that Mr C wouldn't have been aware of his dispute sooner if that had occurred.

Mr C has also expressed dissatisfaction around Revolut's decision to close his account. Under the relevant terms and conditions, Revolut can do so provided it gives two months' notice of its intention to do so. I can see Revolut did that here, and based on the information available I can't see that it has applied the terms unfairly.

Overall, while I appreciate this will be disappointing for Mr C, I don't think it would be fair and reasonable to direct Revolut to take further action to resolve his complaint.

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 Mr C to accept or reject my decision before 16 July 2025.

Gagandeep Singh
Ombudsman