

The complaint

Mrs K is the sole director of a company which I'll refer to as G. Mrs K complains on G's behalf that Revolut Ltd is holding G liable for payments which she says were unauthorised.

What happened

The details of this complaint are well known to both parties. So, rather than repeat them all here, I've summarised the key events.

In June 2025, a series of Apple Pay transactions totalling almost £1,400 were debited from G's Revolut account. Mrs K reported them as fraudulent, but Revolut didn't agree to refund G. It said the payments had been made using an Apple Pay token set up the previous day using a One Time Passcode (OTP) sent to G's Revolut app.

Unhappy that G was being held liable, Mrs K complained to our service. She said she had no knowledge of G's card being added to Apple Pay or of the payments – explaining she was travelling and without internet when they were made.

Our investigator couldn't establish how an unauthorised person could have accessed G's account (along with other security details) to set up Apple Pay and make the payments. Overall, they concluded it was fair for Revolut to hold G liable.

Mrs K has appealed the investigator's outcome. She says the OTP was intercepted, demonstrating G's account security was compromised through no fault of her own – and the burden shouldn't be on her to account for how this was done.

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.

In cases like this, I can't be certain about what happened. So, I must make my decision on the balance of probabilities. I appreciate Mrs K is unhappy about the burden she feels has been placed on her to account for these payments. But my role is to weigh up everything that is available – from both her and Revolut – to determine what is more likely to have happened. Having done so, I've decided not to uphold G's complaint.

Under the relevant regulations – the Payment Services Regulations 2017 – the starting position is that the customer is liable for authorised payments, whereas the payment service provider would generally be expected to refund unauthorised payments.

In most circumstances, a payment is authorised because the customer made it themselves. But there are other circumstances where I'd consider it fair for a payment to be deemed authorised – such as if the customer gave permission for someone else to use a payment instrument or told their payment service provider they wanted a payment to go ahead.

Mrs K says she didn't make the payments herself. But they were completed via Apple Pay. To set this up, an unauthorised person would have needed both G's card details and the OTP sent to G's Revolut app.

We don't know how G's card details could have been compromised. And Mrs K says she didn't use or share the code. But Revolut's audit information supports that this was accessed from her phone, which Mrs K has confirmed no-one else had access to. She has also confirmed no-one else knew G's security/login details to otherwise access the account/app. So, I can't see how someone else could have accessed this code.

I'm also conscious that, while Mrs K says she had no knowledge of the Apple Pay token being set up, she received a text from Revolut about this at the time – directing her to get in touch if this wasn't being done by her. She didn't contact Revolut about this.

Overall, I don't think there is a plausible explanation for how an unauthorised person could have got the information and access needed to set up the Apple Pay token and make these payments. It appears more likely Mrs K accessed the OTP and either used it directly to set up Apple Pay, or she shared it with a third party – which she disputes. In the circumstances, I consider it fair for Revolut to treat the payments as authorised.

I've considered if there are any other reasons why it would be fair to hold Revolut liable for the payments. Mrs K has expressed concern about the payments being made in quick success (over the span of about 45 minutes). But I'd only expect Revolut to refund G on this basis if I found it should have intervened, such as by completing further checks on the payments, *and* that proportionate intervention would have prevented G from incurring a loss. Here, as Mrs K denies any involvement in setting up Apple Pay and the payments, it's not clear to me that intervention would likely have prevented (some of) the payments.

I'm also not persuaded Revolut could and should have been able to recover the payments via the chargeback scheme. This is a voluntary scheme for card payment disputes, and there are only limited grounds on which claims will succeed – based on rules set by the card scheme provider (in this case, Visa) rather than Revolut. While the payments were reported as fraudulent, given what I've found about how the payment token was set up, I'm not persuaded this ought to have been pursued successfully.

I appreciate this will be disappointing for Mrs K. But having carefully considered all the circumstances, I'm not persuaded it would be fair to direct Revolut to reimburse G for the disputed payments.

My final decision

For the reasons given 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 G to accept or reject my decision before 10 March 2026.

Rachel Loughlin
Ombudsman