

## **THE COMPLAINT**

Mrs R complains that Revolut Ltd (“Revolut”) will not reimburse her money she says she lost when she fell victim to 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.

In October 2024, Mrs R’s Revolut card was added to an Android Pay wallet. On 4 November 2024, Mrs R’s Revolut card was used via Android Pay to make 10 payments. Those payments were made to Sainsbury’s and Tesco in the United Kingdom. Each payment was for £80 and amounted to £800 in total.

Mrs R argues that she did not authorise the payments. She says she was in India at the time and that her mobile phone and Revolut card were in her possession. Mrs R claims she discovered the transactions when she wanted to transfer some funds on her account. Consequently, she reached out to Revolut on 4 November 2024 to dispute the payments.

Revolut refused to reimburse Mrs R, which has resulted in a complaint being raised. One of our investigators considered the complaint and did not uphold it. As Mrs R 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 authorised. They are authentication and consent.
- Turning to authentication. Based on the technical evidence I have seen, I am persuaded that the disputed transactions were authenticated.

- Turning to consent:
  - The disputed transactions were made using a mobile device via Android Pay.
  - This means that Mrs R's Revolut card would have needed to be added to the Android Pay wallet concerned.
  - The process to add the card would have involved using a code which would have been sent to Mrs R's mobile phone via SMS text message. The process would have also required access to Mrs R's Revolut banking app.
  - Mrs R says she neither received such a code nor shared her mobile phone with anyone.
  - Mrs R has argued that her mobile phone was 'hacked', which may explain how the disputed transactions were made.

I am not persuaded, on the balance of probabilities, that a third-party would have been able to complete the process of adding Mrs R's Revolut card to an Android Pay wallet, and thereafter make the disputed transactions. I say this because Mrs R's position is that she did not receive the relevant code nor shared her mobile phone – two things required by a third-party to make the disputed transactions. So, I am unable to conclude that a compromise has happened here. Even if it were possible that a third-party managed to gain possession of Mrs R's phone, this would not explain how the third-party would have been able to bypass the security measures to access Mrs R's phone and her Revolut app, e.g. biometrics and/or passcodes.

I acknowledge that Mrs R contends her mobile phone was hacked, but I have not seen any evidence to support this proposition. Mrs R says her friend can provide a statement to speak to this issue. However, I do not find that I would be able to attach much weight to such a statement given Mrs R's friend is simply someone who is "*into IT and Systems*". Mrs R has confirmed that she does not have any other evidence to show her phone was hacked, such as a report from a mobile phone repair shop or a similar body. In any event, no credible evidence in this respect has been provided since the investigator's findings were sent on 20 March 2025.

Mrs R has emphasised the point that she was not in the country at the time the disputed transactions were made. However, her presence in the country would not have been necessary for the above to have taken place. Mrs R also argues that Revolut should have stopped the payments when she reported the matter as they were pending. Unfortunately, it is not always possible for banks to do this.

Taking all the above points together, I find that it is more likely than not, that either Mrs R consented to the payments by making them herself; or that she provided authority to a third-party to do so. Based on the evidence before me, I cannot safely conclude that Mrs R was not involved somehow in the process of her card being added to the Android Pay wallet concerned. It follows from this that I do not find that Mrs R is entitled to redress regarding the disputed transactions.

## **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 Mrs R to accept or reject my decision before 21 November 2025.

Tony Massiah  
**Ombudsman**