

The complaint

Mr R is complaining that Revolut Ltd hasn't refunded transactions he said he didn't make.

What happened

Mr R is disputing making payments to two retail merchants on 19 September 2024, as follows:

Payment number	Date	Time	Merchant	Amount
1	19 September 2024	08.55am	Merchant 1	£6.50
2	19 September 2024	10.57am	Merchant 1	£290
3	19 September 2024	11.57am	Merchant 2	£14,760
4	19 September 2024	12.11pm	Merchant 2	£615

The payments were made using Apple Pay on a mobile device.

Mr R has told us that on 18 September 2024 he received a call from someone at an unknown number (the scammer) who claimed to be his bank. He was told he needed to move funds from his bank account into his account with Revolut to keep them safe. At 7.45pm that evening Mr R made a payment of £21,000 to his Revolut account from his bank account.

Shortly afterwards, Mr R's Revolut debit card was added to Apple Pay. A one-time passcode (OTP) was sent within Revolut's app and entered to authorise this. Later that evening a payment of £1,467 was attempted to Merchant 1, but it was declined, and Mr R's account was restricted.

Following this Mr R contacted Revolut on the in-app chat to ask why his account had been restricted. Revolut advised him how to unblock his account, and he indicated this had worked.

On the morning of 19 September 2024 Mr R says he received another call from the scammer. At around 8.55am Payment 1 was made. At 10.05am on the same day a different Revolut debit card number (which looks to be a virtual card) was added to Apple Pay. It appears that both of these cards were then blocked by Revolut after more payments were attempted.

Mr R said the scammer told him he needed to unblock his card to move his funds back to his bank account, so he contacted Revolut via its in-app chat to ask for his card to be unblocked. And I can see that Mr R did contact Revolut in its in-app chat to ask for his card

to be reactivated, and then also asked for the virtual card to be reactivated. Revolut confirmed that it had reactivated the cards.

After Mr R's cards were reactivated, Payments 2, 3 and 4 were made via Apple Pay. Mr R said he was aware the payments were being made as he received push notifications from Revolut's app, but it wasn't him who was making them.

Following the transactions, Mr R raised chargeback claims with Revolut to dispute them, but they were declined by Revolut. On 23 September 2024 Mr R contacted Revolut via the in-app chat. He explained that he hadn't made the payments, and he didn't share his card details or any OTPs with the person who called him to ask him to move his money. He thinks that Revolut's systems were compromised which has led to the payments being made without his authorisation.

Revolut didn't agree to refund Mr R's payments, so he brought his complaint to the Financial Ombudsman Service.

Our Investigator didn't think Mr R's complaint should be upheld. He explained that there was evidence that Mr R was aware of the disputed payments because he mentioned that he was attempting high value transactions to the merchants concerned when he asked Revolut to unblock his cards. So, he concluded that Mr R had most likely authorised them himself. He also concluded he'd not seen any evidence that Mr R had been the victim of a scam, and he was satisfied Revolut hadn't acted unreasonably in declining to raise chargebacks as he couldn't see how they would be successful.

Mr R didn't agree and asked for his complaint to be passed to an Ombudsman for review and a decision.

I issued my provisional decision on 27 November 2025, explaining why I didn't think Mr R's complaint should be upheld. This is what I said.

Authorisation

I've started by considering whether Mr R authorised these payments. This is relevant as, in line with the Payment Services Regulations 2017 (PSRs), he would generally be liable for payments he authorises – whereas Revolut would be liable for unauthorised payments.

The PSR specify that authorisation depends on whether the payment transactions were authenticated correctly – and whether the Mr R consented to them. It doesn't appear to be in dispute that the payments were authenticated correctly (as in, the correct payment steps were completed). So, I've gone on to consider whether Mr R consented to them.

The PSRs specify how consent is given: it must be in the form, and in accordance with the procedure, agreed between Mr R and Revolut.

To establish the agreed form and procedure, I've reviewed the terms and conditions of Mr R's account at the time the payments were made. These don't set out in detail how Mr R consents to making payments using Apple Pay, which is the nature of the payments in dispute here. So, I've looked at the practical steps that would've been needed to make the payments. It seems Mr R would have needed to use an Apple device and its associated biometrics with the merchant to make the payments.

Mr R says these transactions happened as a result of scam calls he received on 18 September 2024 and 19 September 2024 which led to him transferring funds into his account which were then used to make the disputed transactions. Unfortunately, he's not

been able to provide any evidence from his phone records that these calls took place. Mr R says he didn't set up Apple Pay on his own device or make the payments using it - but he has also told us that he didn't share any information with the caller which could have allowed Apple Pay to be set up on a third party's device.

I've looked at Revolut's records for the activity that took place on Mr R's account for 18 September 2024 and 19 September 2024. Apple Pay was enabled on both card numbers using an OTP which was shared through Mr R's app. There's no evidence that anyone other than Mr R accessed the app – it was used with Mr R's secure details and biometrics, and I can see that during this time it was only accessed by Mr R's trusted device, which had been registered to his account with Revolut since 10 May 2023. Mr R has also said his device remained in his possession. So only Mr R could have obtained the OTPs. But Mr R's told us he didn't share any OTPs with the caller which could have allowed Apple Pay to be set up on a device under the scammer's control. So, from the evidence I have seen so far, I can only reasonably conclude that it was Mr R that authorised adding his Revolut card details to Apple Pay, before the disputed payments were made using it.

Mr R has also told us that he contacted Revolut via its in-app chat to ask for his card to be unblocked, so I've no reason to doubt that it was Mr R conducting this conversation. But for the avoidance of doubt there's no indication from Revolut's records that the person Revolut was talking to at the time in its app was anyone other than Mr R. And it's relevant here that in this chat Mr R has referred specifically to transactions to the retail merchants being declined, mentioning the merchants by name.

The conversation began around 10.25am on 19 September 2024. Mr R said his card had been declined and asked for it be unblocked. He was asked to give details of the specific transaction, and he said:

"The transaction to [Merchant 1] was declined"

Revolut then asked him the date and amount of the transaction, and he replied "£12,000 on 19 September."

Revolut said it had no record of this transaction, and Mr R then said:

"[Merchant 2] for £12,375"

Mr R was given some guidance on how to unblock his card, but he said it wasn't working and asked to speak to an adviser. Once speaking to the adviser, he confirmed it was safe for the card to be unblocked, and it was. He also asked for his virtual card to be unblocked.

The Investigator asked Mr R some questions about what he said in the in-app chat, but he didn't respond to the questions in detail – he said he failed to see how it was the case that he knew about the payments going to these merchants. But in the absence of any further explanation from Mr R, I think the in-app chat indicates that he unblocked the cards with the intention of making payments to these two merchants himself, rather than moving the funds back to his bank account.

I must base my findings on the evidence that's available to me. And on the balance of probabilities the evidence shows Mr R was aware that the payments were being made and consented to them. So, it's reasonable for Revolut to treat the payments as having been authorised and as such it isn't obliged to provide a refund.

Should Revolut have done anything else to intervene here?

When a payment is authorised, Revolut has a duty to act on the payment instruction. But in some circumstances, it should take a closer look at the circumstances of the payment – for example, if it ought to be alert to a fraud risk, because the transaction is unusual, or looks out of character or suspicious. And if so, it should intervene, for example, by contacting the customer directly, before releasing the payments. I'd expect any intervention to be proportionate to the circumstances of the payment.

But I've also kept in mind that Revolut processes high volumes of transactions each day. There is a balance for it to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate.

Revolut did take action to protect Mr R from fraud by initially declining payments to the merchant and blocking his cards. And I think that was a proportionate intervention in the circumstances.

Recovery of the funds

Debit card transactions can sometimes be disputed by a process called chargeback, subject to the relevant card scheme's rules. Revolut didn't raise chargeback claims here, but I don't think this was unreasonable because I can't see that there was any prospect of them succeeding. This is because I've concluded that the payments were authorised, and there's no evidence that the merchants concerned didn't provide the goods that were paid for.

I'm sorry to disappoint Mr R. But for the reasons I've explained, I've not found that there are any grounds for me to direct Revolut to do anything else to resolve things here.

Revolut didn't reply to my provisional decision. Mr R replied to say he had nothing else to add.

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.

Neither party added anything else in response to my provisional decision, so I see no reason to depart from it.

My final decision

My final decision is that I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 January 2026.

Helen Sutcliffe
Ombudsman