

The complaint

Mr P complains that Revolut Ltd hasn't reimbursed payments he says he didn't make or allow anyone else to make.

What happened

Mr P is disputing several card payments made at the beginning of April 2024. He says he didn't make them and wasn't involved in setting up the Apple Pay token used to make them.

Revolut declined to reimburse Mr P on the basis that it didn't have a valid chargeback claim. It said Apple Pay had previously been set up using a one-time passcode (OTP) that it had sent to Mr P. The payments were authenticated using this device, so it considered them authorised.

When Mr P referred his complaint to our service, the investigator upheld it. Revolut didn't agree and said that it had sent Mr P push notifications when the payments took place and so it thought he was aware of them at the time but didn't report them until the next day.

Mr P said he was in a different country at the time of the payments and hadn't been involved in setting up the Apple Pay used to make the payments. The investigator asked Mr P for some further clarity around possible points of compromise for his phone or other access to the OTP sent to him. Mr P explained that in the past he had clicked on a link on social media, received spam calls, and received a notification of an attempt to access his iCloud. But that these were all separate events that occurred months before the disputed payments took place.

I issued a provisional decision on 25 November 2025 explaining why I didn't intend on upholding the complaint. In summary, I thought Mr P had received the OTP used to set up apple pay and shared this. I also concluded Mr P had received notification of the disputed payments at the time, so was aware of them. I explained that without knowing why Mr P had shared the OTP and delayed in reporting the payments, I didn't think Revolut had acted unfairly in holding Mr P liable for the payments.

Neither party responded to provisional decision by the deadline provided, but Mr P did confirm he'd received it.

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'm not upholding the complaint. I'll explain why.

Under the relevant law - the Payment Services Regulations 2017 (PSRs) – the starting point is that Mr P is liable for payments he authorised. Revolut is generally expected to reimburse unauthorised payments, but the PSRs also set out situations in which Revolut can hold Mr P liable for unauthorised transactions. This includes if Mr P failed with intent or gross

negligence to take reasonable steps to keep his secure information safe.

Where a payment is authorised, that will often be because the customer has made the payment themselves. But there are other circumstances where a payment should fairly be considered authorised, such as where the customer has given permission for someone else to make a payment on their behalf or they've told their payment service provider they want a payment to go ahead.

Revolut has shown that Mr P's card information was used to set up an Apple Pay token in March 2024 on a new device. And that an OTP sent by SMS to Mr P's phone number was required to set this up. This new device was then used to authenticate the disputed payments using Apple Pay. Revolut has also shown that when each payment was made, a push notification was sent to Mr P's device. The disputed payments were made over almost a 24-hour period starting around 8am on 1 April 2024.

Mr P says he didn't share the OTP used to set up Apple Pay in March 2024, set this up himself, or make the payments he's disputing in April 2024. When our service asked Mr P questions to establish how the OTP could have been compromised, he was not able to describe a specific event around that time that would explain how a third party could have accessed this secure information without his involvement.

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

I accept Mr P didn't make the payments himself given his location at the time. But based on the information available, I think it's more likely than not that Mr P did share the OTP with a third party. This is because I haven't seen any evidence to support Mr P's device being compromised or received a description from him as to how he might have inadvertently provided access to his device at the time of receiving the OTP. I also don't think it's likely that Mr P was unaware of the payments given the notifications he'd have received over almost a 24-hour period. So, it's not clear why Mr P didn't become concerned and report the matter sooner. For these reasons, I don't think Revolut has acted unreasonably in treating the payments as authorised.

I've considered the possibility Mr P has been scammed, but I don't think it would be fair to assume how these events unfolded. Based on what Mr P has told us, there's no way to assess whether Mr P agreed to the payments or if he was tricked into sharing information thinking he was doing something else. Different answers could indicate the payments were unauthorised or authorised. For similar reasons, I don't think it would be fair to conclude that Mr P didn't fail in his obligations to keep his secure information safe with gross negligence – as I've concluded he did likely share the OTP and I have no explanation from Mr P as to why he did so or the wider circumstances.

If was a scam, I would normally consider whether I thought Revolut ought to have identified that Mr P was at risk of financial harm from fraud. But based on what Mr P has told us, I don't think it would be reasonable to speculate what Mr P might have said or done in response to any potential intervention by Revolut. Ultimately, the evidence we do have conflicts with what Mr P has told us. Without an explanation as to why Mr P shared the OTP this and what his understanding of events was, I don't think Revolut has unfairly declined to reimburse Mr P.

In terms of whether Revolut ought to have done more once Mr P reported the fraud – as the payments were card payments, a recovery option that would have been available to Revolut was through the chargeback scheme. The process is set by the card scheme provider to

resolve payment disputes between customers and merchants – subject to the rules they set. As the scheme is voluntary and limited in scope, Revolut wouldn't be expected to raise a claim that it thought had no prospect of success.

Given how the payment was authenticated, it's unlikely a chargeback on the grounds of fraud would have been successful under the scheme rules. And as the payments appear to have gone to a genuine merchant, it likely provided the goods, even if this wasn't to Mr P. So, for the reasons explained, I don't think Revolut needed to do more to attempt to recover Mr P's funds once aware of the issue.

My final decision

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 P to accept or reject my decision before 9 January 2026.

Stephanie Mitchell
Ombudsman