

The complaint

Mr O complains Currensea Limited won't refund transactions made on his account which he says he didn't make or authorise.

What happened

Mr O contacted Currensea about three payments from his account totalling £2,494 on 11 June 2024. All three payments were made between 2.12pm and 2.13pm.

Mr O contacted Currensea to report the transactions as fraudulent at 2.22pm on 11 June 2024.

Currensea looked into the transactions. It said they'd been made using Mr O's card details via ApplePay. It said ApplePay could only have been set up with a One Time Passcode ("OTP") which had been sent to the phone number Currensea held for Mr O. Currensea said Mr O must have disclosed the OTP to another party in order for the transactions to take place. And by doing so he'd been grossly negligent, so he could be held liable for the transactions.

Following a complaint, Currensea still refused to refund the transactions.

Mr O referred his complaint to our service. An Investigator considered the circumstances. He said, in summary, he didn't think the transactions had been authorised by Mr O and he didn't think he'd been grossly negligent by not reporting the messages.

Currensea didn't accept the Investigator's findings. It said, in summary:

- Authorisation was not disputed. It accepted that a "malicious actor" had obtained the OTP that was sent to Mr O's device and then added Mr O's card details to a device in their control. From there, the disputed transactions were made.
- It also said that the transactions could be treated as having been authorised by Mr O because the OTP had been used.
- Currensea believed the OTP was compromised by Mr O and this, coupled with his failure to report the messages he'd received containing the OTP amounted to gross negligence.

As Currensea didn't agree the complaint was passed to me to decide. I issued a provisional decision. I've set out my findings again below and they form part of this decision.

Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This

isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Under the Payment Services Regulations 2017 ("PSRs"), generally, Currensea can hold Mr O liable for transactions he made or authorised. Or where the transactions took place because Mr O failed with intent or gross negligence to keep his security credentials safe.

Currensea has provided evidence the payments were all made using ApplePay. Currensea says it accepts that Mr O didn't make them, as he was in another location, using his Currensea card, about two hours' drive away from where the transactions were being made. There was also a further attempted payment that was declined due to exceeding the daily limit.

Currensea has also said the transactions could be treated as authorised because the OTP was used to add the card details to the ApplePay wallet.

Currensea has provided evidence there were two attempts to add Mr O's card to an ApplePay wallet. The first attempt was on 24 May 2024 at 1.49pm, but the process wasn't completed. The second attempt was on 24 May 2024 also at 1.49pm on a different device. Both attempts resulted in OTPs being sent to Mr O's telephone number. And it was this second device that was used to make the disputed payments. Currensea's evidence also shows a push notification sent to Mr O saying the card had been added to a wallet on 24 May 2024 at 2.50pm.

Given that the only successful attempt to add the card to a wallet was the one on the device that was then used to make the disputed transactions and I'm satisfied Mr O was using his Currensea card at another location at the time of the disputed transactions, I find it's more likely than not that the transactions were not made by Mr O himself. But that, on its own, doesn't mean he can't still held liable for them.

Mr O accepts that he received these messages containing the OTPs but says he ignored them because he thought they were marketing messages trying to encourage him to use ApplePay. But since he doesn't have an iPhone he wasn't interested in doing so. Currensea says it was grossly negligent of Mr O not to have reported these messages to Currensea – as had he done so, the transactions could have been prevented.

Mr O hasn't given any explanation as to how someone else could have intercepted the OTPs. I've not seen anything to suggest there was malware on Mr O's phone. Mr O says he didn't receive any suspicious calls or messages and didn't disclose either of the OTPs sent to his telephone number. So, it's unclear how the OTP could have ended up in the possession of an unauthorised party. But I'm satisfied that the technical evidence demonstrates the OTP sent to Mr O's telephone number was then used to set up ApplePay on the device later used to make the disputed transactions.

As I'm satisfied the OTP was used to set up ApplePay, and in the absence of any evidence to explain how else someone else came to be in the possession of the OTP, I find – on balance – Mr O must have disclosed the OTP in some way, though I know he won't agree. I say this because unless he did so, the transactions couldn't have taken place. It's possible Mr O did so inadvertently and/or perhaps as part of scam. But because Mr O is adamant that he didn't disclose the OTP and simply ignored the messages, I don't have any evidence about the circumstances of that disclosure. So, I can't fairly conclude the transactions were made without Mr O's involvement in the circumstances he's described.

Mr O was also concerned that his card hadn't been blocked by Currensea because he'd received notification of further attempts to use it. Currensea's records show the card was

blocked on 11 June 2024. Unfortunately, Currensea can't stop anyone in possession of the card details attempting to use them.

Overall, while I accept that something must have happened for these transactions to have taken place, I've seen no persuasive evidence to demonstrate how that could have been done without Mr O having been involved in some way. So I find Currensea is entitled to hold Mr O liable for the disputed transactions.

Responses to my provisional decision

Currensea accepted my provisional decision.

Mr O responded to say he disagreed with my provisional findings. I've summarised his reasons as follows:

- The messages Mr O received containing the OTPs didn't contain a warning to contact Currensea if he hadn't requested them.
- He did not accept he had been grossly negligent.
- He did not disclose the OTPs to anyone.
- Mr O did not receive any suspicious phone calls or text messages.
- He had found online that the OTPs could be intercepted in several ways including by SIM swap, malware and bots – among other things.

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.

I acknowledge the messages Mr O received did not contain wording warning Mr O to contact Currensea if he did not request the OTPs. But, since I haven't concluded Mr O was grossly negligent, I don't think this makes a difference to the overall outcome of his complaint.

My provisional finding was that Mr O must have disclosed the OTPs in order for his card details to have been added to the Apple Wallet that was used to make the disputed transactions. But because Mr O was adamant that he hadn't done so, I didn't have the full details of the circumstances in which that disclosure happened. And because of that I'd provisionally decided – on balance – Mr O authorised the disputed transactions and so he could fairly be held liable for them.

In response to my provisional decision, Mr O has remained adamant that he did not disclose the OTP and has suggested his phone was somehow compromised. But I've seen no evidence that Mr O's phone was affected by malware, SIM-swap or any other device compromise – beyond Mr O's suggestion that this is what happened. So, I don't think this is more likely than not how the OTPs were obtained in Mr O's case.

Mr O also suggested that the payments should have prompted Currensea to check with him that they were genuine. I accept that the payments were made in quick succession but taking into account the amounts and the overall pattern, I don't find the payments were so unusual that they ought to have prompted Currensea to have intervened.

Having considered everything again, I remain satisfied – on balance – Mr O must have disclosed the OTPs for the disputed transactions to have taken place. And because there's still no explanation about the context in which that disclosure took place, I can't fairly conclude the transactions were made without Mr O's involvement, in the circumstances he's described.

While I'm sorry to disappoint Mr O, I've still not seen persuasive evidence to demonstrate how these transactions could have taken place without Mr O having been involved in some way. So, I still find Currensea is entitled to hold Mr O liable for the disputed transactions.

My final decision

For the reasons I've explained, I don't uphold this complaint.

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

Eleanor Rippengale
Ombudsman