

The complaint

Miss B is complaining that Revolut Ltd hasn't refunded a payment she says she didn't authorise.

What happened

Miss B was on holiday abroad. She was approached by someone who was selling beach towels and says she agreed to buy a beach towel for the equivalent of around £8.

She says that the seller went to get a card payment machine and around an hour later he came back with another man who told her he'd process the payment using his phone.

Miss B's told us the man showed her the payment for the equivalent of £8 on the screen of his phone. But after she had unlocked her phone to make the payment, the man took her phone from her and tapped it on his phone himself. A payment of the equivalent of £1,401.87 (inclusive of the transaction fee) was taken from her account.

Miss B says she immediately realised the man had processed the payment for more than she had agreed but he ran off.

Miss B reported what had happened to Revolut and then filed a police report which she sent to Revolut. Revolut didn't agree to refund her payment because it said she had authorised it. It asked her for more information to decide if a chargeback dispute could be raised with the relevant card scheme, but ultimately it decided not to raise a chargeback dispute.

Miss B brought a complaint to the Financial Ombudsman Service. Our Investigator looked into what had happened and explained that she thought Miss B had authorised the payment and so Revolut wasn't liable for it. Miss B didn't agree, so her complaint has been passed to me for review and a decision.

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'm really sorry to disappoint Miss B, but I'm not upholding her complaint. I'll explain why.

In line with the Payment Services Regulations 2017 (PSRs), the starting point is that Miss B is liable for payments she authorises – whereas Revolut would be liable for unauthorised payments. The PSRs specify that authorisation depends on whether the payment transaction is authenticated correctly, and whether Miss B consented to it. The PSRs specify how consent is given: it must be in the form, and in accordance with the procedure, agreed between Miss B and Revolut.

To establish the agreed form and procedure, I've reviewed the terms and conditions of Miss B's account at the time the payments were made and thought about the practical steps that would've been needed to make the payment via Apple Pay. Miss B would have needed to use an Apple device and its associated biometrics (or device passcode) with the merchant to make the payment.

I've considered Miss B's testimony as well as the technical evidence provided, and I've concluded that she did complete the form and procedure to make the payment, thinking she was paying the lower amount. The payment was made by Apple Pay on Miss B's iPhone, and so must have been authenticated using Miss B's face ID or the device passcode. Miss B doesn't dispute that she unlocked her phone to make the payment, so I can only conclude that she authenticated the payment.

I also think Miss B took these steps with the intention of making the payment and so she consented to it, even though her testimony is that her phone was taken from her hands by the seller shortly before the transaction was completed. I say this because when she called Revolut to report what had happened, her testimony was that she saw the card reader screen, and it showed the lower amount of around £8. In the in-app chat with Revolut she said she was charged £1,401.87 and this was not what she saw that she paid, and she was deceived into making the payment thinking it was for the lower amount.

I appreciate that Miss B was deceived into making a payment of around £1,401.87 rather than around £8 – I don't doubt her testimony here, as the type of activity she fell victim to is well-documented as having taken place in the area she was in at the time. But the rules don't require a payer to be aware of all the circumstances of the payment, such as its destination or amount, for it to be authorised. Overall, I'm satisfied it's reasonable for Revolut to have treated this payment as authorised and as such it's not obliged to refund it.

I've also thought about whether Revolut could have done more to recover Miss B's funds after she reported what had happened.

A debit card payment can't be recalled or cancelled even in a pending state. It is sometimes possible to dispute a debit card payment through chargeback, under the relevant card scheme's rules. But I'd only expect Revolut to have raised a chargeback dispute if there was a reasonable prospect of it succeeding.

And here I don't think there were reasonable grounds, under the relevant card scheme's rules, for Revolut to have raised a chargeback dispute. This is because Miss B was unable to provide the evidence required for a dispute to be raised under the card scheme's rules, so a dispute would have been unlikely to succeed. I understand that it wouldn't have been possible for Miss B to provide this evidence given what happened here, but this doesn't mean Revolut should have raised a chargeback dispute without it.

Miss B has been the victim of a cruel fraudster. I can understand why she would think she should receive her money back, and why it feels unfair that she hasn't. But I've not found

that there are any grounds for me to conclude that Revolut is liable for her loss. So, it wouldn't be fair or reasonable for me to direct it to refund the disputed payment to her.

My final decision

My final decision is that I'm not upholding Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 May 2026.

Helen Sutcliffe
Ombudsman