

## The complaint

Mr U complained because Revolut Ltd refused to refund him for payments which he said he hadn't authorised.

## What happened

On 30 September 2025, Mr U contacted Revolut. He said his card had been stolen on 21 September, either at the airport or during his flight abroad. He said he hadn't realised at the time. The card had then been used to make cash withdrawals and card payments. For some of the payments, Mr U's correct PIN had been used too.

Mr U said he hadn't had the card at the time, and hadn't reviewed his account until his return from abroad on 30 September, when he'd seen multiple transactions which he hadn't authorised. Mr U also said he usually only spent small amounts on his Revolut card using Apple Pay, not the larger transactions which he was disputing. He said he hadn't shared his PIN and didn't have it written down. There were around 30 payments and Mr U said the total in dispute was approximately £3,031. He wanted a chargeback and a refund.

Revolut rejected Mr U's claim. It said the account activity suggested that Mr U was familiar with the charges and it couldn't treat the disputed transactions as unauthorised.

Mr U complained.

Revolut sent Mr U its final response on 7 October. It said that all the evidence suggested that Mr U's card and device had been in his possession throughout, and he was familiar with the transactions. So the payments hadn't been unauthorised and Revolut wouldn't refund him.

Mr U wasn't satisfied and contacted this service. He said that Revolut had said he'd authorised the transactions, and had pointed to one which had been approved in-app. Mr U said that most of the disputed transactions had been standard card transactions and hadn't had in-app approval. He said there had also been unauthorised chip and PIN transactions and he was unhappy that Revolut hadn't distinguished between different types of transactions. He said he'd provided Revolut with his account statements, a police report, and proof he'd cancelled his card and changed his PIN after reporting the dispute. Mr U said he wanted Revolut to refund him in full and formally acknowledge that its handling of his case hadn't been fair or thorough.

In a call with our investigator, Mr U said that he'd flown from the UK on 21 September at 9.45pm. He'd landed abroad the next day at 7.45am local time. Mr U said he thought he'd lost his wallet with two bank cards and his driving licence at the airport, and he'd also told Revolut it might have been lost on the plane. Mr U told the investigator that he didn't realise because he had cash on him to use at the airport. He also said that he hadn't written down his PIN, it wasn't his date of birth, and wasn't like the PIN he used to access his phone. He said he had two phones, but had only taken one abroad with him.

Our investigator didn't uphold Mr U's complaint. She said Revolut had provided evidence that most of the disputed transactions had been made using Mr U's genuine card and PIN, or contactless. One transaction had been made online, using an extra layer of verification known as 3DS. That needed Mr U to authorise the payment, and Revolut's technical evidence showed this had been completed using Mr U's mobile banking.

The investigator also said that she couldn't see how anyone apart from Mr U could have known his PIN. It wasn't likely that anyone could have seen him enter his PIN at the last undisputed transaction, at a food shop on 21 September, and then followed him to the UK airport and boarded the same flight to take Mr U's wallet and cards.

The investigator also noted that during her call with Mr U, they'd discussed the fact that during the period when the disputed transactions took place, Mr U had logged onto his online / mobile banking. He'd made currency exchanges that directly facilitated the disputed spending. Mr U had replied that he hadn't had full access to his online / mobile banking and that network and verification issues had made it difficult for him to monitor his account or stop the activity immediately. He said he'd only seen the spending when he returned to the UK on 30 September.

The investigator didn't agree with what Mr U said. Mr U had accepted that he carried out the currency exchange on 21 September, but not the later ones. But the technical data showed that Mr U had logged on to his online / mobile banking and had access throughout the period. The data showed each action Mr U had taken and the pages he'd viewed. The investigator considered that Mr U knew of the disputed transactions as they were being made. And they'd been facilitated by currency exchanges completed from the registered device which had remained in Mr U's possession.

Mr U had also said that his brother, who was in the UK, also had access to the Revolut account, using the other phone which was registered on the Revolut account. But the investigator said that the system clearly showed which device had been used, and it was the one which Mr U had said he had with him abroad throughout.

The investigator also considered Mr U's claim that Revolut should have flagged and blocked the payments because it wasn't typical of his spending. But the spending was indicative of holiday spending. Mr U had completed a currency exchange in advance of the disputed transactions, showing his intention of using the card abroad where the payments took place. The disputed transactions had been completed after further currency exchanges, and were authorised using Mr U's card, his PIN, and an online payment using 3DS.

The investigator concluded that she wasn't persuaded by Mr U's version of events and the only reasonable conclusion she could reach was that Mr U had authorised the disputed transactions himself.

Mr U didn't agree.

He said that the fact that his device accessed his account didn't mean he'd understood or authorised the transactions. He said that when he was abroad, he'd had issues accessing his Revolut account, with the app logging him out, failing to load, and he couldn't view transactions or contact support. So he hadn't seen the transactions until he got back to the UK.

He also said the transactions were out of character with his usual spend, which was normally low and through Apple Pay. So he said Revolut should have assessed it more carefully.

Mr U said he hadn't knowingly authorised the 3DS payment. If it had happened using his device, it might have happened while he was struggling with connections and hadn't understood what was happening on the screen. He said he wasn't aware that any high-value payments had gone through which he was abroad.

Mr U said this had put him under serious financial hardship and he was finding it difficult to manage day-to-day living costs. He said the stress and financial pressure was significant. He said this service shouldn't consider the transactions had been authorised just because his device had been used. This was especially because his brother in the UK had also had access, and he'd had connection issues, and the spending wasn't in his normal pattern. Mr U asked for an ombudsman's 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.

#### *What the Regulations say*

There are regulations which govern disputed transactions. The relevant regulations here are the Payment Services Regulations 2017. In general terms, the bank is liable if the customer didn't authorise the payments, and the customer is liable if they did authorise them. So what decides the outcome here is whether it's more likely than not that Mr U, or a third party fraudster unknown to him, carried out the disputed transactions.

The regulations also say that account holders can still be liable for unauthorised payments under certain circumstances – for example if they've failed to keep their details secure to such an extent that it can be termed "*gross negligence*."

#### *Who is most likely to have authorised the disputed transactions?*

The disputed transactions all took place in the country to which Mr U flew on 21 September, and they all took place during the time he was there. Mr U said he thought he'd lost his card either at the outgoing airport or on the plane. But the disputed transactions also stopped when Mr U flew home, with the last disputed transaction being a payment to a fast-food restaurant at the airport on the day he flew home.

The payments are also typical of holiday spend – for example restaurants, holiday clubs and accommodation. The payments are spread out over the period when Mr U was in that area, and some of them are small. This isn't typical of the way a fraudster would use a card they'd managed to steal. Fraudsters would try to maximise their gains as quickly as possible, making large payments in rapid succession before the theft could be noticed and the card stopped.

There were several top-ups credited to Mr U's account during this time, and these were what enabled the disputed transactions to be made. The first was for £1,099.00 on the evening of 21 September, and this was converted into the currency of the country to which Mr U was going. Mr U told our investigator that he'd made this transaction, but not the other top-ups and currency exchanges which took place while he was abroad.

The computer evidence shows, however, that there were successful log-ins to Mr U's online / mobile banking during this time. Mr U said he had with him the phone on which these log-ins, and the top-ups, were made. He said that he had problems with the network and verification issues, but the computer evidence shows successful logins. These were used to make the top-ups which enabled the spend.

As Mr U's account was successfully logged into while he was away, I consider he'd have seen the transactions which he later disputed. If he hadn't authorised them, I'd have expected him to have reported them to Revolut straightaway.

The top-up on 21 September, which Mr U said he did authorise, was clearly intended for him to use while he was abroad, because he transferred it into the currency of that country. If Mr U subsequently didn't make any of the disputed transactions, it's not clear to me why he'd have made this credit onto his Revolut account in the currency of the country to which he was going. And if he had made that credit with the intention of spending the money abroad, I consider it's highly likely he'd have noticed his Revolut card was missing long before he returned home.

Looking at the disputed transactions, they are a mixture of payment types. Some are contactless with the genuine card. Some use the genuine card with its unique chip and Mr U's correct four-digit PIN. One was made online which used an extra layer of verification called 3DS verification. As our investigator set out, this needs the account holder to authorise the payment and the computer evidence shows that this was carried out using Mr U's mobile banking, and his registered phone.

Mr U responded to this evidence by saying that his brother, who was in the UK at the time, also had phone access to Mr U's account. However, the transaction which took place in the country where Mr U was at the time, and was authorised using Mr U's registered phone not his brother's. The system differentiates between the two registered phones.

Mr U also said that the fact that his registered phone accessed his account didn't mean he'd understood or authorised the transactions. He said that it might have happened while he was struggling with connections and hadn't understood what was happening on the screen. I'm not persuaded by this argument. Mr U had had his Revolut account since 2020, so he was accustomed to the way the account worked by September 2025. And if for any reason he'd suddenly had problems with understanding what was on his screen for him to authorise, I'd expect him to have contacted Revolut straightaway.

Mr U's evidence is that he hadn't shared his PIN and didn't have it written down. The PIN was correctly entered every time. There are 10,000 possible combinations of a four-digit PIN, so I don't consider any fraudster could have guessed the PIN. He also had his phone in his possession throughout. That phone was used to provide 3DS authorisation for one of the transactions. It was also used to log in to the account on a number of occasions during Mr U's time abroad. So I can't see how any third party fraudster could have obtained the PIN or used Mr U's phone.

Mr U suggested that Revolut, and this service, should look differently at the contactless transactions, and the ones for which Mr U's PIN and/or phone were used. I don't agree with this. What I'm considering is whether it's more likely than not that Mr U, or a third party fraudster, carried out all the disputed transactions. In any case, regardless of the method of authentication, they were all facilitated by top-ups from one of Mr U's other bank accounts, which were then exchanged into the currency where Mr U was staying. I'm not persuaded that a third party accessed Mr U's other bank accounts and then periodically transferred the money into the Revolut account. If a fraudster had had access to Mr U's other bank account, they'd have taken money direct from that account, not transferred it to the Revolut account sometimes in small amounts.

Finally, Mr U said that Revolut should have blocked the disputed transactions because they were of a different pattern to his normal spending. I don't consider Revolut had reason to block the disputed transactions. They weren't typical of a fraudster's spending, because they

were spaced out over the whole time of Mr U's stay abroad. Some of the payments were small, which again isn't typical of a fraudster's spending. Also, Mr U had transferred money into his account and into the relevant currency in advance, and as I've set out above, the payments were typical of holiday spend - to restaurants, holiday clubs and accommodation.

Taking all these factors into account, I find that it was most likely that it was Mr U who authorised the disputed payments. This means that Revolut doesn't have to refund him.

### **My final decision**

My final decision is that I do not uphold this complaint.

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

Belinda Knight  
**Ombudsman**