

## The complaint

Miss M complains that Revolut Ltd has declined to refund transactions that were made from her account after she was the victim of a scam.

## What happened

On 27 September 2024, Miss M received a call from someone claiming to be an employee of Revolut. Unknown to Miss M, this person was actually a fraudster, and they convinced her that her accounts were at risk and reassured her that they would help to secure her funds.

The caller knew a lot of information about Miss M, including her Revolut debit card information, and also called from what appeared to be Revolut's genuine telephone number. So, Miss M believed she was talking to a genuine Revolut employee. The caller convinced Miss M to move all of her money from another bank account into her Revolut account, and then tricked her into sharing a One Time Passcode (OTP) that enabled Apple Pay to be set up on their device with her Revolut card details.

Five transactions totalling £11,001.81 then debited Miss M's Revolut account. And when Miss M realised she'd been the victim of a scam she contacted Revolut to explain what had happened and asked it to refund the money. But Revolut didn't believe it was liable for her loss.

Miss M raised a complaint, and in response, Revolut said:

- It was sorry to learn that Miss M's experience with Revolut resulted in a complaint.
- Its records show the disputed transactions were made via a digital wallet, which could only have been set up via Miss M's own device following a verification code that it sent to her.
- Because the disputed transactions were made following this process, Revolut would not be refunding the disputed amounts, and they were not eligible for a chargeback under the relevant card scheme.

Miss M then referred her complaint to our service where it was considered by one of our investigators. She didn't believe Miss M should be held liable for her loss, as she didn't accept that Miss M had authorised the disputed transactions, nor did she feel Miss M had acted with intent or gross negligence which had enabled to disputed transactions to take place.

Revolut didn't agree. It accepted that Miss M had been the victim of a scam, but it said after she had disclosed the One Time Passcode (OTP) to enable the scammer to set up Apple Pay on their own device, it blocked the initial transaction for £2,000. However, Miss M then unblocked her card by clicking 'Yes, it was me' after seeing details of the transaction that had been attempted. Revolut said by providing the card details and unblocking the card, it believes Miss M consented to the disputed transactions.

As no agreement could be reached, the complaint has been passed to me to decide.

## **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've reached the same outcome as our investigator. I'll explain why.

Under the relevant law – the Payment Services Regulations 2017 (PSRs) – the starting point is that Miss M is liable for authorised payments and Revolut is liable for unauthorised payments.

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 can 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.

It's accepted by all that Miss M was the victim of a very cruel scam. I was sorry to hear that this has happened to her. This can't have been an easy time for her at all. Despite Miss M's recollection of the scam being unclear at times, it appears to be accepted by all parties that she must have shared the OTP to enable the scammer access to her debit card information to make payments, which appears to have enabled Apple Pay to be set up on the scammer's own device. Miss M says things happened so fast, but she accepts she did everything the scammer asked her to do, under the belief that she was taking positive steps to secure her account. But being the victim of a scam doesn't mean the bank is automatically required to provide a refund. And in reaching this decision, I must consider what's fair to both Miss M and Revolut in the overall circumstances of the complaint.

I appreciate Miss M's comments that she was completely fooled by the scammer and had no reason to question his motives. He'd provided enough information to convince her he was a Revolut employee, and it appeared he was also calling from the Revolut telephone number too. Miss M admits she did everything the scammer asked of her, including pressing buttons on her app and providing a selfie (which she believed was to set up facial recognition for her account), and she must have read out a code too. I've already explained to Revolut that I don't agree that by sharing the OTP, this means Miss M authorised all subsequent transactions carried out using that Apple Pay token.

Revolut has explained that the scammer first attempted to make a payment of £2,000 at an electronics store using the Apple Pay token which it blocked as unusual account activity. I've seen evidence that the bank restricted Miss M's account and it sent her a push notification via her banking app. Revolut says its records show Miss M then took steps within the app to confirm the £2,000 attempt was legitimate.

Revolut has provided an example of the screen that I accept Miss M would've seen within her app to confirm the £2,000 attempt was legitimate and proceed to unblock her card. The screen asks, 'did you make this transaction?' and provides both the amount of the transaction and payee. I also accept that Miss M was presented with the options 'yes' or 'no.' And to fully restore her account, Revolut's screen would've said 'We will unfreeze your card now, so you can continue using it' of which I accept Miss M must have pressed 'confirm' to show she was happy with the process. I appreciate Miss M told our investigator she wasn't aware transactions were leaving her Revolut account and only saw them after they had been made, and by her own admission, she just did everything the scammer asked her to do – so I'm prepared to accept that Miss M didn't register the information she was being presented with within the Revolut app which removed the security restrictions put in place by Revolut at the time. As the bank will know, these scams are often very time sensitive, and I've no doubt

that Miss M was put under a lot of pressure to follow the instructions she was given, thinking she was taking steps to protect her account from fraud in a time-sensitive situation without actually reading the content of the messages within the banking app.

Had this specific transaction been successful, I think that by following the process that she did, Miss M would've made a clear representation to Revolut that she wanted this payment for £2,000 to go ahead, and it would've been reasonable for Revolut to hold her liable for it. But, this transaction didn't go ahead. And the scammer next made a different transaction for a completely different amount instead (£6,000). Miss M didn't make any representations for this £6,000 (or any of the subsequent transactions made by the scammer either), nor did she use Apple Pay to make them herself. The scammer made these payments and this, along with the wider circumstances of the scam, means that Miss M did not provide actual authority for any of the disputed transactions that debited her account. So I find all disputed transactions, totalling £11,001.81 should be treated as unauthorised by Miss M.

Revolut can still hold Miss M liable if it can show she was grossly negligent with her security details - which in this case would likely mean the sharing of the OTP. But while I agree this was negligent, it was in the context of her being told by someone who had built up trust that she needed to take these steps to secure her account. And at that point I've no reason to doubt she believed what she was being told. I don't see that her actions were so significantly below the standards of a reasonable person that they could be considered grossly negligent. And, as I've said above, I don't agree that by sharing the OTP, this means Miss M authorised all subsequent transactions carried out using that same Apple Pay. So, as I don't consider the transactions to have been authorised by Miss M, nor do I find she acted with gross negligence, it follows that I find Revolut should refund Miss M's loss.

### **Putting things right**

My final decision is that Revolut Ltd should:

- Refund £11,001.81 to Miss M.
- Add interest at 8% simple from the date of the transactions to the date it makes payment (less any tax lawfully deductible).

### **My final decision**

My final decision is that I uphold this complaint.

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

Lorna Wall  
**Ombudsman**