

## The complaint

Mr C complains that Revolut Ltd has declined to refund disputed transactions that were made from his account.

## What happened

On 23 December 2024, 41 separate transactions debited Mr C's account over a two-hour period totalling £4,018.00. All transactions were made to the same retailer that Mr C says he'd never used before. Mr C says he didn't make the transactions, nor did he authorise anyone else to do so.

When Mr C discovered the transactions, he reported them as unauthorised to Revolut and asked it to refund the money. But Revolut didn't believe it was responsible for his loss. Mr C raised a complaint, and in response, Revolut said:

- It was sorry to learn Mr C's experience with Revolut Ltd resulted in a complaint.
- The disputed transactions were carried out using Apple Pay, which was set up using a One Time Passcode (OTP) sent to Mr C.
- By sharing this code, a scammer was able to make the transactions.
- It was unable to raise chargebacks in an attempt to recover the funds due to the way the transactions were made.
- It would not be upholding Mr C's complaint.

Mr C then referred his complaint to our service where it was considered by one of our investigators. She didn't uphold Mr C's complaint as she couldn't see how an unauthorised individual would've been able to obtain all of the necessary information required in order to make the disputed transactions without his knowledge. Based on the evidence, she felt it was reasonable to conclude that the disputed transactions were made from Mr C's own device, and it was fair for Revolut to hold him responsible for them. And, that's despite the volume and frequency of the disputed transactions that weren't picked up by Revolut as unusual until the 42nd transaction.

Mr C didn't agree. He provided many comments in response to our investigator, but reiterated that he didn't make the transactions, wasn't able to explain who did, but felt that Revolut should've blocked his card a lot sooner than the 42nd transaction attempt, which would've prevented some of his loss.

As no agreement could be reached, the complaint was passed to me to decide and I issued a provisional decision on 9 January 2026 which said the following:

*'The Payment Services Regulations 2017 (PSRs) say, in summary, that a payment service provider is entitled to hold a customer liable for authorised transactions. But that it should generally refund a transaction that comes out of one of their consumer's accounts that they didn't authorise. There are limited exceptions to this, such as when the consumer has breached their obligations to keep their security credentials secure either intentionally, or by being grossly negligent with them.'*

*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.*

*Here, the disputed transactions were made using Mr C's Revolut debit card information, and the bank has provided evidence that the transactions were all made using Apple Pay. Revolut has said the transactions could be treated as authorised because a one-time passcode (OTP) was used to add the card details to the Apple Pay wallet. And the OTP was sent to Mr C's phone number. I've seen evidence of this message being sent on 21 August 2024, and I'm satisfied it was sent to Mr C as the bank says it was.*

*Mr C disputes receiving this message, and says he wouldn't have been able to take any action even if he had, as he was at work at the time without any access to his phone. But, there is evidence that this Apple Pay token was used for undisputed transactions for small amounts on 8 September 2024 and 9 November 2024, before the disputed transactions were processed on 23 December 2024. So I find it's fair to conclude that Mr C did receive the OTP and took action to enable the set up of the Apple Pay device, as after August 2024, there were no further OTP's sent by Revolut to enable the setup of Apple Pay. And, whilst there is no 'typical fraudster,' I find it highly unlikely that an unauthorised individual having gained access to Mr C's card information in August 2024, would make minimal spends in the months that followed, and then wait again until 23 December 2024 to spend over £4,000 within a two-hour period.*

*So, based on what Mr C has told us, there is no explanation as to how anyone other than Mr C would've been able to make the transactions he's disputing. However, I accept it's possible that Mr C may be withholding information because he thinks this could reflect negatively on his fraud claim in some way.*

*But, having said that, whilst I can't see how anyone else other than Mr C could've made these transactions, the matter doesn't end there. I've also taken into account the law, Page 3 of 3 regulator's rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time. And I consider Revolut should, fairly and reasonably:*

- Have been monitoring accounts and any payments made or received to counter various risks, including money laundering, the financing of terrorism, and fraud and scams.*
- Have had systems in place to look out for unusual transactions or other signs that might indicate its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which banks are generally more familiar with than the average customer.*
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*

*I've thought very carefully about what this means to Mr C's complaint. The transactions appear to have been made to an overseas trading platform, which Mr C had never used before. And, whilst the individual transactions were small in value (for £98 each), accumulatively, they total over £4,000 and were processed every few minutes, 41 times, in just over a two-hour period. I consider this to be highly unusual activity for Mr C's account. And I find there was enough going on that should've prompted Revolut to block Mr C's card and contact him to ask if the activity was genuine far sooner than it did. I appreciate Revolut blocked Mr C's card when the 42nd transaction was attempted, but because of the*

*frequency of the transactions, I find it's reasonable to conclude that Revolut should've done this on the 11th transaction instead. And it's also reasonable to conclude that this would've prevented any further disputed transactions from taking place. After all, when Revolut blocked Mr C's card on the 42nd attempt, no further amounts debited his account, and he reported them as unauthorised following this action. And I've no reason to conclude Mr C wouldn't have taken the same action had Revolut suspended his card on the 11th attempt instead.*

*So because there is no explanation as to how someone other than Mr C could've made the disputed transactions, I don't require Revolut to refund Mr C for the first ten disputed transactions totalling £980. However, I do find that Revolut could've acted differently by contacting Mr C about the pattern of transactions made in quick succession the eleventh disputed payment made. As such, I find that Revolut should refund part of Mr C's fraud claim.*

### *My provisional decision*

*For the reasons explained above, I've provisionally decided that Revolut Ltd should:*

- *Refund £3,038.00 to Mr C. That is the value of transactions made after I find Revolut should've intervened.*
- *Pay 8% simple interest per year on this amount, from the date of the disputed transactions to the date of settlement (less any tax lawfully deductible).'*

### **Responses to my provisional decision**

Both Mr C and Revolut responded to my provisional decision.

Mr C said he was saddened that he didn't know how to prove his non-involvement in the authorisation of the disputed transactions. He said in his view, he should receive a refund of the full amount. However, he accepted my provisional decision.

Revolut said after careful consideration of the points I addressed; it had nothing further to add and would wait for my final decision to proceed accordingly.

### **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.

However, with no new points for me to consider, I remain satisfied with the conclusions reached in my provisional decision.

### **Putting things right**

Therefore, I direct Revolut Ltd to:

- Refund £3,038.00 to Mr C. That is the value of transactions made after I find it should've intervened.
- Pay 8% simple interest per year on this amount, from the date of the disputed transactions to the date of settlement (less any tax lawfully deductible).

### **My final decision**

My final decision is that I uphold this complaint in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 February 2026.

Lorna Wall  
**Ombudsman**