

The complaint

Mr C has complained that Revolut Ltd ('Revolut') blocked his account for around four days and eventually closed it. He said he was stranded at a station and couldn't get home while the account was blocked.

What happened

Mr C was at a train station on his way home when his Revolut card stopped working. He said he wasn't able to use one of his other accounts to buy a ticket as he had transferred all the money he had into his Revolut account. He got in touch with Revolut to find out what the issue was and was told that his account was undergoing a verification process.

Over the following four days Mr C was in constant communication with Revolut. He said he was at a request only train station, far away from other facilities. He said he had no food for days and had to borrow money to buy some water. He also said he had been sleeping outside the cold and the rain, that he was vulnerable and didn't have access to his medication.

Mr C complained to Revolut the day after the account was blocked. Revolut upheld his complaint and said that despite the fact that it was rightly complying with its legal and regulatory obligations, Mr C had cause to complain. It apologised for the inconvenience it caused and paid £30 into his account which he wasn't able to access at the time.

On the third day Mr C said he decided to walk to a village which was several miles away in order to get some help. He said a stranger offered him somewhere to sleep and eat. The following day his account was unblocked, and he was able to buy a ticket and go home. Revolut said it would close his account and gave him 60 days to withdraw his funds.

Mr C said he found the whole experience traumatic and that it led to a decline in his mental health. He said that he told Revolut that he was vulnerable, and it said it would prioritise his case but it didn't help him access his money to get home.

Mr C complained to us and said he wanted compensation for his ordeal and didn't think the £30 offer was enough and that £300 would be more appropriate based on the cost of accommodation he would have had to pay. He added that Revolut failed to prioritise his case bearing in mind he was vulnerable and wants it to put something in place so that other vulnerable customers have access to emergency cash.

One of our investigators reviewed the complaint but didn't think it should be upheld. She thought Revolut was acting within its legal and regulatory obligations when it blocked the account and withheld Mr C's funds. She also thought the decision to close the account with 60 days' notice was fair and reasonable.

Mr C didn't agree and 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.

I'd like to start by saying that I was very sorry to hear about Mr C's experience. I have read all his message exchanges with Revolut over those four days, and I can only imagine what a difficult situation Mr C must have been in.

It might also be helpful if I explain that our service doesn't punish or fine businesses, and it's also not our place to say that a procedure the business follows is incorrect. Only the industry regulator, the Financial Conduct Authority (FCA), can do this. Businesses have legal and regulatory obligations they have to meet and they have processes in place in order to meet these obligations. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime. To comply with its obligations Revolut may need to review an account and/or restrict its customers' access to accounts and funds held within them. So, our role in cases like this one, is to look at whether the business has followed its own internal procedures correctly, while also meeting its legal and regulatory obligations.

In addition to the above, I'd like to explain that in this complaint I will only be looking at how Revolut dealt with the matter as a regulated financial business. I appreciate Mr C was in a very difficult situation at the time and he also said he was vulnerable. But as I said above, Revolut has legal and regulatory obligations to comply with and though it must take into account its customers' vulnerabilities its role doesn't normally extend beyond that of a financial institution.

Revolut blocked Mr C's account in order to conduct due diligence checks and said it was acting in line with its legal and regulatory obligations in doing so. Based on the evidence I have seen, some of which was shared with us in confidence and which I therefore can't share with Mr C, I think Revolut was acting fairly and reasonably when it blocked the account. I don't think it was acting outside its legal and regulatory obligations or its terms and conditions when it did so.

Mr C said that he is vulnerable and that Revolut did not prioritise his case despite this. Mr C was in constant communication with Revolut over those four days. I have seen his messages describing the things he had to endure while his account was blocked. At some point Mr C said he was expecting a call and didn't receive one. I have considered whether Revolut should pay Mr C compensation for this but I don't think it does. I don't think a phone call would have sped things up and I've also borne in mind that Revolut was in communication with Mr C via its online chat function.

Revolut decided to unblock the account on the fourth day. On the whole I don't think four days is a necessarily long time under normal circumstances but I appreciate that in these circumstances, with Mr C stranded at a train station, it will have seemed like it was a very long time. Nevertheless, as I said above I am only looking at Revolut's actions as an electronic money institution and so despite the fact that there were extraordinary circumstances surrounding this case I don't think they were all necessarily caused by Revolut or its sole responsibility. And I also don't think it would be fair and reasonable for me to say that Revolut should have ignored its legal and regulatory obligations to take on a role ordinarily taken on by other organisations or the state in helping Mr C in the vulnerable state that he was in.

Under its terms and conditions Revolut can close an account with or without notice under certain circumstances. Revolut decided to give Mr C 60 days' notice before closing the

account. Under the circumstances and based on the evidence I have seen, I think this was fair and reasonable and nothing other than a legitimate exercise of its commercial discretion.

Finally, Mr C has asked for Revolut to put things in place so that other customers who may be vulnerable are not left without access to funds. In this decision I have only looked at Mr C's individual complaint and not the wider impact of Revolut's actions on other customers. It isn't my role to ask businesses to change their processes- that is more for the industry regulator, the FCA.

For the reasons above, despite the very difficult conditions Mr C was in, I don't think Revolut acted unfairly or unreasonably in the way it handled the matter. I therefore won't be asking it to pay Mr C any additional compensation.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 April 2024.

Anastasia Serdari
Ombudsman