

## **The complaint**

Mr G complains that Revolut Ltd blocked his account without notice or reasons. Mr G would like compensation for not being able to access his account.

## **What happened**

Mr G had an account with Revolut.

In November 2019 Revolut conducted a review of Mr G's account and asked Mr G to confirm the source of his funds. He provided Revolut with the extra information on 22 November 2019.

Despite providing some information Mr G's account remained blocked.

Mr G complained to Revolut. They said they were reviewing his account in line with their legal and regulatory obligations.

Revolut required further documents which Mr G was unwilling to produce.

Revolut explained that during the review Mr G was able to access his funds but would be unable to add funds to the account until the source of funds was suitably confirmed.

In 17 January 2020 the account was unblocked. Following the unblocking of the account there were technical issues which meant Mr G couldn't transfer funds out of his account.

As Mr G was unable to transfer his funds out of his Revolut account he used ATM machines to withdraw the funds and incurred ATM withdrawal expenses.

Mr G has requested compensation of around £1,500 in his local currency which includes ATM withdrawal fees of around £721 and 8 % interest from 15 November 2019 to 28 January 2020, 74 days for not being able to use the money in his account- equivalent to around £738. He has also claimed the Revolut premium plan fee of around £73.

Mr G has also said that his messages were not answered on the chat. And he requested that his account be closed.

Mr G complained to Revolut. They said they were entitled to review his account and ask for confirmation of source of funds. Revolut said that the reason for Mr G not being able to access his funds after the account was unblocked was due to a technical issue on their part. Revolut agreed to refund the premium fees as well as an extra 6 months' worth of premium fees for the technical issues experienced by Mr G. Revolut said they had offered Mr G £128.91 as compensation. They said Mr G's account had less than a pound left in the account in foreign currency.

Mr G was unhappy with the offer.

Mr G complained to our service in December 2019. One of our investigators reviewed the case, he said he didn't think that Revolut had done anything wrong when they reviewed Mr G's account. He didn't think Revolut should pay any compensation as he didn't think they'd done anything wrong.

Mr G was unhappy with our investigator's view. He wanted financial compensation and also an Ombudsman to review the case. He told us that despite asking Revolut to close his account they failed to close it.

As there was no agreement the complaint has come 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.

#### *Account review*

I'll start by setting out some context for the review of Mr G's account.

Anti-money laundering regulations and UK legislation (which includes the Financial Services and Markets Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017 and the Financial Conduct Authority's financial crime requirements, place extensive obligations on regulated financial businesses to verify a customer's identity, establish the purpose and nature of the business relationship and the origin of funds. Businesses are also required to carry out ongoing monitoring of an existing business relationship. Revolut has said that Mr G's account was blocked to meet these legal requirements.

Mr G has said he wanted to know why his account was blocked and wanted to be given notice of this.

Whilst I understand Mr G's strength of feeling, as I've already explained businesses have a legal obligation to comply with various laws and regulations. Having looked at the information Revolut relied upon, I'm satisfied that Revolut was complying with its legal and regulatory obligations when it blocked Mr G's account. So, I can't say it has done anything wrong. The terms and conditions of Mr G's account also permit Revolut to block an account. Having considered those terms, I'm satisfied Revolut acted in line with them.

I know Mr G wants Revolut to explain the reason it blocked his account. And I can understand Mr G's frustration that he hasn't been provided a detailed explanation. But as the investigator has explained, Revolut is under no obligation to provide this information to him, as much as he'd like to know. So, I can't say Revolut has done anything wrong by not providing this information to him.

Mr G has said he would like financial compensation for the time the account was under review. He has mentioned that he lost out on some investments. I appreciate that the timing of the review may have been inconvenient to Mr G but as Revolut have done nothing wrong, I won't be asking them to compensate Mr G for the lost investment opportunities.

Mr G has said he lost out on the use of his money and would like 8% interest. I've considered his request but looking at the evidence I can see that Mr G had access to his funds during the review as he was using the ATM to withdraw cash from the account, so I won't be awarding him any compensation as I can see he did have access to his funds.

Mr G has also requested that he be refunded the ATM fees he incurred when he accessed his money. Mr G was able to access his money during the time the account remained blocked and he withdrew money from his account during that period by using an ATM machine. It was Mr G's choice to access the money when he did and I'm satisfied he knew that he was incurring ATM charges with each withdrawal as he has used his account for some time and agreed to the terms and conditions, so I won't be asking Revolut to refund him these fees.

After the account was unblocked Mr G experienced technical issues when he tried to set up a transfer of his funds. Revolut have said that the transfers remained inaccessible because Mr G was not able to provide them with the documents they needed. As Mr G continued to be able to withdraw money from his account using the ATM despite the technical issues, I'm satisfied he had access to his money. Revolut have provided Mr G with what I consider to be a reasonable amount of compensation for this issue, so I won't be asking Revolut to pay anything more.

### *Customer Service*

Mr G has said that Revolut didn't answer his chat and he is unhappy with the customer service he has received. I have read the chat exchange and Revolut did answer Mr G's chats although they were busy sometimes. I think Revolut and Mr G were negotiating on what documents could be provided and were acceptable to both parties during the review. It's not unreasonable that Revolut needed time to consider the paperwork/information Mr G provided - and I can see this will have resulted in some delay in replying to Mr G. On the whole I don't think Revolut have given Mr G bad customer service so, I won't be asking Revolut to increase their offer of compensation.

Revolut have offered Mr G £128.91 as a refund for the premium account fees and the technical difficulties he experienced and a gesture of goodwill. I think this is a fair and reasonable way to settle Mr G's complaint. So, I won't be asking Revolut to do anything more. I simply leave it up to Mr G to contact Revolut if he still wants to take advantage of the offer from them.

Mr G has said that his account hasn't been closed despite him asking for it to close. Revolut have told us that there is less than £1 in the account at the moment. I suggest that If Mr G want his account closed, he should contact Revolut directly to arrange for the remaining funds in the account to be transferred to an account of his choice.

In summary, I recognise how strongly Mr G feels about what's happened, and I don't doubt it was a frustrating time. I realise Mr G will be disappointed by my decision, but overall, based on the evidence I've seen, I can't say Revolut has acted unreasonably and treated Mr G unfairly when it reviewed his account. I think the offer of compensation made by Revolut is sufficient based on what I've seen so I won't be asking Revolut to pay anything else.

### **My final decision**

For the reasons stated above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 September 2021.

Esperanza Fuentes  
**Ombudsman**

