

The complaint

Mr S complains about several issues with his banking account with Revolut Ltd.

What happened

Mr S raised several issues with Revolut regarding a Gold card he ordered and various aspects of customer service he received. Mr S has spoken to Revolut over 16 times on the telephone and these calls total over 10 hours. I haven't listed every complaint and issue Mr S has raised over all these calls, but the main ones I've drawn from my investigation. They include:

- The standard packaging on his Gold Revolut card not being good enough.
- The delay in the card being received.
- The delay in getting his terms and conditions in large font.
- The way Revolut communicated with him.
- The way Revolut has dealt with his disability and vulnerability.
- The closure of his account.

Revolut investigated the complaint and upheld it in part. Revolut said:

- The packaging of the Gold card is not something they advertise as being better than the standard card. So, they didn't uphold this point.
- There were two occasions when Revolut advisors didn't accommodate Mr S's needs. Revolut upheld this point and paid £80 for this.
- The delays to the card delivery were out of Revolut's control. But they did find Mr S had grounds to complain and paid £75 compensation and downgraded his card plan for free.

Mr S remained unhappy after Revolut responded to his complaints, so he brought his complaint to our service.

Our investigator looked into the complaint but didn't think Revolut needed to increase its offer of compensation. Our investigator's view was that Revolut hadn't discriminated against Mr S. She went on to say that Revolut had paid Mr S £80 and this was fair.

Mr S didn't agree with the investigator's view, so the complaints been passed to me to issue a final 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.

Having done so I've decided to uphold this complaint and increase the compensation, I'll explain why.

As a service, it's not our role to say whether a business has breached the Equality Act 2010 or discriminated against its customer. We're an informal alternative to the courts and decide complaints on a fair and reasonable basis.

But I want to assure Mr S that the Equality Act 2010 is relevant law in this particular case, so I've taken it into consideration along with other regulations about how businesses should treat consumers when considering a complaint.

I've previously put my reasons for a higher award of compensation to Revolut in an email, so I'll summarise my findings again here. Mr S has also agreed to the increase in compensation and turned down the option of a phone call from me to explain my decision.

From the calls I listened to and the chat history I read; it was clear that Mr S didn't always speak to Revolut's advisors in an appropriate manner. Having said that, I've also found occasions where Revolut's advisors didn't support Mr S with his disability and recognise he was vulnerable. So, its service did fall short of what we would expect. I will explain why.

On several calls I found Revolut advisors asked Mr S security questions that he had already mentioned he couldn't answer due to his dyslexia. The adviser then went on to ask alternative questions. I'm satisfied that the note on Mr S's account should've been enough to prompt the alternative question being asked after the first time it was raised. On these occasions I didn't find Revolut had treated Mr S fairly, as they asked a question, they were aware he couldn't answer.

When Mr S asked for his terms and conditions in a larger font, it took serval calls to get this arranged. This wasn't a complex request and I'd expect a business to have access to basic documents like terms and conditions in formats that cater for customers with different needs.

Several times Mr S asked for shorter sentences and paragraphs on the live chat and this wasn't actioned. This led to Mr S telling Revolut and our service that he had to get support to read the messages. I'm satisfied that Revolut should increase its offer of compensation due to the trouble and upset this caused Mr S.

Mr S asked for telephone calls at the weekend and was told this wasn't possible. Due to Mr S's disability, I'm satisfied attempts to remove these barriers should've been made.

Mr S asked for a manager to call him back at a certain time and it was confirmed this could be done. The call then wasn't made, and no reason was given for this failing. Due to this failure in customer service, Mr S became frustrated and raised another complaint. On this occasion I've found the complaint to be justified given the failure in service.

On at least one occasion a manager called back following a complaint and had no background or information as to why he was calling. This clearly frustrated Mr S and I can understand why, as this isn't in line with the FCA's guidance and the Tell Us Once policy in Treating Consumers Fairly.

The process of Mr S using the live chat and having to ask for a manager to call back was inefficient. On several occasions Mr S's request was responded to with more live chat messages. Given the FCA's principles for supporting vulnerable consumers, Revolut should have had a more effective system in place for customers that require a telephone call.

It took several calls, complaints and escalations before Mr S was contacted by the vulnerability team. This should've been put in place much earlier given the challenges Mr S raised with Revolut's service. The vulnerability team are in place to support individuals like Mr S and I'm persuaded that it's unlikely Mr S would've received the service he did if the team had stepped in sooner.

The way Mr S spoke to individuals eventually led to his account being closed. Revolut, like most account providers has a broad discretion to decide who they want as a customer. I wouldn't generally interfere with their decision to close an account unless their reasons were unlawful. Given the relationship had irrevocably broken down and the type of service Revolut are providing, which is based mainly around the internet and the live chat function, I'm satisfied that it's in both party's interests that the account remains closed. I also haven't found that Revolut have acted unlawfully or unfairly when closing it.

Having considered the point Mr S has raised about the quality of the packaging with the Revolut Gold card, I won't be asking Revolut to take any action. I agree that Revolut haven't advertised the card as having special packaging. It has also raised the point that standard packaging doesn't alert potential thieves to what might be in the package, and that sounds reasonable to me.

Although Revolut wouldn't have had any control over the postal service once the card was posted, Revolut have recognised there was a delay and paid Mr S £75. I find this fair in the circumstances.

Mr S asked that Revolut publish a telephone number on its external website. Having considered this point carefully, it's not something I'll be instructing Revolut to do. Revolut's business model is something it has the autonomy to decide on and it's decided that its main form of communication will be the chat function. If Revolut were to publish a number, I think it's unlikely it would be resourced for this and that would create more problems. But as I've mentioned several times above, I'd expect Revolut to have more effective processes in place for those with additional needs. Revolut have said it's working on improving its support for individuals with disabilities and vulnerabilities, and although it's not the role of our service to check that these have been put in place on a wider scale or their effectiveness, it's reassuring that this is an area Revolut are working on improving.

Taking all of the above into consideration and looking at Mr S's journey with Revolut, taking into account the FCA's guiding principles for dealing with customers that are vulnerable or have a disability, I've found Revolut's service did fall short. And for that I've instructed Revolut to increase the total amount of compensation to £400. This is something Revolut and Mr S have agreed to.

Putting things right

I instruct Revolut to pay Mr S a total of £400 compensation for the trouble and upset its service failings have caused. If it has already paid Mr S the £80 and £75, it can deduct these from the total.

My final decision

My final decision is that I uphold Mr S's complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 December 2022.

Tom Wagstaff **Ombudsman**