DRN-4743949

The complaint

Mr A complains Revolut Ltd ("Revolut") won't refund the money he lost to a cryptocurrency investment scam.

What happened

I issued a provisional decision in April 2025 to explain why I thought Mr A's complaint should be *partially* upheld and I said I'd consider anything else anyone wanted to give me before proceeding with my final decision.

This is an extract from my provisional decision:

"*The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here:*

In December 2022, Mr A fell victim to a cryptocurrency investment scam.

Mr A said he saw a video on a well-known social networking site of a celebrity endorsing trading in cryptocurrency. Interested, he contacted the company, who for the purposes of this decision I will refer to as "C", and they confirmed they invested for the celebrity in question.

Mr A was put in touch with a "broker" who instructed him to set up an account on what we now know to be a fake investment portal. Mr A was also instructed to set up an account with Revolut and an account with a genuine cryptocurrency wallet – "B". Mr A was also instructed to download third-party viewing software.

Over the next two months, Mr A made the following payments from his Revolut account to his account at B. The funds were then used to buy cryptocurrency which was then sent on to the scammer:

Date	***Payment type***	***Payment reason***	***Amount***
22 December 2022	*Card*	*investment / trading*	*£7,000*
16 January 2023	*Card*	*Buying Coins*	*£5,000*
16 January 2023	*Card*	*Buying coins*	*£5,000*
16 January 2023	*Card*	*Buying coins*	*£13,000*
23 January 2023	*Card*	*Buying coins*	*£50*
23 January 2023	*Card*	*Buying coins*	*£25,000*
24 January 2023	*Card*	*Buying coins*	*£25,000*
27 January 2023	*Card*	*Buying coins*	*£22,000*
27 January 2023	*Card*	*Buying coins*	*£16,700*
28 January 2023	*Card*	*B's withdrawal fees*	*£19,000*
39 January 2023	*Card*	*B's withdrawal fees*	*£12,000*
1 February 2023	*Card*	*Fake Revolut*	*£24,500*

		withdrawal fees	
2 February 2023	*Card*	*Fake Revolut withdrawal fees*	*£25,000*
3 February 2023	*Card*	*Fake Revolut withdrawal fees*	*£25,000*
4 February 2023	*Card*	*Fake Revolut withdrawal fees*	*£24,900*
6 February 2023	*Card*	*Fake Revolut withdrawal fees*	*£48,000*
		Total loss	*£297,150*

All of the payments that left Mr A's Revolut account were facilitated by incoming payments from accounts Mr A held with third-party banks.

Mr A made the payments at the request of the scammer for various reasons. The first two payments were made as part of a supposed investment in cryptocurrency. However, the scammers then told Mr A that they had their own cryptocurrency that a large company wanted to purchase for a higher price. Mr A was told that if he purchased 10 coins for £13,000 each, he could make a £60,000 profit almost instantaneously. Mr A agreed and made the payments.

Having seen his fake account be credited with the promised profits, Mr A was then told he could withdraw the funds, but he would need to pay fees to B first in order to allow the withdrawal. The payments made between 29th and 31st January 2023 went towards paying these fees. Mr A then received some fake emails from Revolut which said he would have to pay further fees to allow the funds to credit his account. The remaining payments that left Mr A's account were to pay for the fake Revolut account fees.

Mr A says he realised he'd likely been the victim of a scam when he received some semi-threatening emails from the fake Revolut email address. At this point, he realised he wasn't dealing with a genuine company and so he reported what had happened to him to genuine Revolut.

Revolut declined to provide Mr A with a refund of the amount lost. It said it had reached out to Mr A for more information about what had happened to him but hadn't received a response. It said this meant it was unable to carry out a full investigation into what had happened. It also said it had reached out to Mr A to raise chargeback claims but it had not received a response to this request either.

Later, Revolut went on to say that Mr A hadn't provided it with any evidence to support that he'd been the victim of a scam, that Mr A's Revolut account was not the point of loss and that Mr A failed to carry out any due diligence before proceeding with the payments from his account.

Unhappy with Revolut's response, Mr A brought his complaint to this service via his representatives and one of our investigators looked into things. The investigator didn't recommend that the complaint be upheld. He said that when Mr A moved his money to Revolut, the third-party banks where his funds were being moved from both flagged the transactions as suspicious and contacted Mr A to discuss them before they allowed them to leave his accounts. The investigator listened to recordings of 14 of these intervention calls and noted that Mr A told the third-party banks that:

- *No one had contacted him and instructed him to make the payments.*

- *No one was telling him what payments to make or where to send the money to.*
- *No one had told him to lie to the bank about the payments.*
- *He hadn't downloaded any third-party viewing software.*
- *The funds were being moved to a "savings" account as he was sorting out his affairs and wanted his funds all in one place.*
- *He was confident he was not being scammed.*
- *He was transferring his funds to Revolut and to his cryptocurrency account at B and both companies were legitimate.*
- *He wasn't transferring his funds on to anywhere else from there.*

The investigator said that the recordings demonstrated that Mr A had been willing to mislead the banks in order to ensure his transactions were processed. So, even if Revolut had contacted him to discuss the transactions that he was attempting to make from his Revolut account, he likely would've misled Revolut too, making it impossible for Revolut to uncover and prevent the scam. For this reason, the investigator didn't think it would be fair to ask Revolut to refund Mr A's loss now.

Mr A didn't agree with our investigator's findings and as an informal agreement could not be reached, the case has been passed to me for a decision.

What I've provisionally 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.

In deciding what's fair and reasonable, I am required to take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

In broad terms, the starting position at law is that an Electronic Money Institution ("EMI") such as Revolut is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

And, as the Supreme Court has recently reiterated in Philipp v Barclays Bank UK PLC, subject to some limited exceptions banks have a contractual duty to make payments in compliance with the customer's instructions.

In that case, the Supreme Court considered the nature and extent of the contractual duties owed by banks to their customers when making payments. Among other things, it said, in summary:

- *The starting position is that it is an implied term of any current account contract that, where a customer has authorised and instructed a bank to make a payment, it must carry out the instruction promptly. It is not for the bank to concern itself with the wisdom or risk of its customer's payment decisions.*
- *At paragraph 114 of the judgment the court noted that express terms of the current account contract may modify or alter that position. In Philipp, the contract permitted Barclays not to follow its consumer's instructions where it reasonably believed the payment instruction was the result of APP fraud; but the court said having the right to decline to carry out an instruction was not the same as being under a legal duty to do so.*

In this case, the terms of Revolut's contract with Mr A modified the starting position described in Philipp, by – among other things – expressly requiring Revolut to refuse or delay a payment "if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks.

So Revolut, was required by the terms of its contract to refuse payments in certain circumstances, including to comply with regulatory requirements such as the Financial Conduct Authority's Principle for Businesses 6, which required financial services firms to pay due regard to the interests of their customers and treat them fairly. I am satisfied that paying due regard to the interests of its customers and treating them fairly meant Revolut should have been on the look-out for the possibility of fraud and refused card payments in some circumstances to carry out further checks. In practice Revolut did in some instances refuse or delay payments at the time where it suspected its customer might be at risk of falling victim to a scam.

I must also take into account that the basis on which I am required to decide complaints is broader than the simple application of contractual terms and the regulatory requirements referenced in those contractual terms. I must determine the complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case (DISP 3.6.1R) taking into account the considerations set out at DISP 3.6.4R.

Whilst the relevant regulations and law (including the law of contract) are both things I must take into account in deciding this complaint, I'm also obliged to take into account regulator's guidance and standards, relevant codes of practice and, where appropriate, what I consider to have been good industry practice at the relevant time: see DISP 3.6.4R. So, in addition to taking into account the legal position created by Revolut's standard contractual terms, I also must have regard to these other matters in reaching my decision.

Looking at what is fair and reasonable on the basis set out at DISP 3.6.4R, I consider that Revolut should in December 2022 have been on the look-out for the possibility of fraud and have taken additional steps, or made additional checks, before processing payments in some circumstances.

In reaching the view that Revolut should have been on the look-out for the possibility of fraud and have taken additional steps, or made additional checks, before processing payments in some circumstances, I am mindful that in practice all banks and EMI's like Revolut did in fact seek to take those steps, often by:

- *using algorithms to identify transactions presenting an increased risk of fraud;*[1]
- *requiring consumers to provide additional information about the purpose of transactions during the payment authorisation process;*
- *using the confirmation of payee system for authorised push payments;*
- *providing increasingly tailored and specific automated warnings, or in some circumstances human intervention, when an increased risk of fraud is identified. For example, it is my understanding that in December 2022, Revolut, whereby if it identified a scam risk associated with a card payment through its automated systems, could (and sometimes did) initially decline to make that payment, in order to ask some additional questions (for example through its in-app chat).*

I am also mindful that:

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[1] For example, Revolut's website explains it launched an automated anti-fraud system in August 2018: https://www.revolut.com/news/revolut_unveils_new_fleet_of_machine_learning_technology_that_has_seen_a_fourfold_reduction_in_card_fraud_and_had_offers_from_banks_/

- *Electronic Money Institutions like Revolut are required to conduct their business with "due skill, care and diligence" (FCA Principle for Businesses 2), "integrity" (FCA Principle for Businesses 1) and a firm "must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems" (FCA Principle for Businesses 3).*[2]
- *Over the years, the FCA, and its predecessor the FSA, have published a series of publications setting out non-exhaustive examples of good and poor practice found when reviewing measures taken by firms to counter financial crime, including various iterations of the "Financial crime: a guide for firms".*
- *Regulated firms are required to comply with legal and regulatory anti-money laundering and countering the financing of terrorism requirements. Those requirements include maintaining proportionate and risk-sensitive policies and procedures to identify, assess and manage money laundering risk – for example through customer due-diligence measures and the ongoing monitoring of the business relationship (including through the scrutiny of transactions undertaken throughout the course of the relationship). I do not suggest that Revolut ought to have had concerns about money laundering or financing terrorism here, but I nevertheless consider these requirements to be relevant to the consideration of Revolut's obligation to monitor its customer's accounts and scrutinise transactions.*
- *The October 2017, BSI Code*[3]*, which a number of banks and trade associations were involved in the development of, recommended firms look to identify and help prevent transactions – particularly unusual or out of character transactions – that could involve fraud or be the result of a scam. Not all firms signed the BSI Code (and Revolut was not a signatory), but the standards and expectations it referred to represented a fair articulation of what was, in my opinion, already good industry practice in October 2017 particularly around fraud prevention, and it remains a starting point for what I consider to be the minimum standards of good industry practice now (regardless of the fact the BSI was withdrawn in 2022).*
- *Revolut should also have been aware of the increase in multi-stage fraud, particularly involving cryptocurrency when considering the scams that its customers might become victim to. Multi-stage fraud involves money passing through more than one account under the consumer's control before being sent to a fraudster. Our service has seen a significant increase in this type of fraud over the past few years – particularly where the immediate destination of funds is a cryptocurrency wallet held in the consumer's own name. And, increasingly, we have seen the use of an EMI (like Revolut) as an intermediate step between a high street bank account and cryptocurrency wallet.*
- *The main card networks, Visa and Mastercard, don't allow for a delay between receipt of a payment instruction and its acceptance: the card issuer has to choose straight away whether to accept or refuse the payment. They also place certain restrictions on their card issuers' right to decline payment instructions. The essential effect of these restrictions is to prevent indiscriminate refusal of whole classes of transaction, such as by location. The network rules did not, however, prevent card issuers from declining particular payment instructions from a customer, based on a perceived risk of fraud that arose from that customer's pattern of usage. So it was open to Revolut to decline card payments where it suspected fraud, as indeed Revolut does in practice (see above).*

[2] Since 31 July 2023 under the FCA's new Consumer Duty package of measures, banks and other regulated firms must act to deliver good outcomes for customers (Principle 12), but the circumstances of this complaint pre-date the Consumer Duty and so it does not apply.

[3] BSI: PAS 17271: 2017" Protecting customers from financial harm as result of fraud or financial abuse

Overall, taking into account relevant law, regulators rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable in December 2022 that Revolut should:

- *have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;*
- *have had systems in place to look out for unusual transactions or other signs that might indicate that 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 firms 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, or provided additional warnings, before processing a payment – (as in practice Revolut sometimes does); and*
- *have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.*

Whilst I am required to take into account the matters set out at DISP 3.6.4R when deciding what is fair and reasonable, I am satisfied that to comply with the regulatory requirements that were in place in date, Revolut should in any event have taken these steps.

<u>Should Revolut have recognised that Mr A was at risk of financial harm from fraud?</u>

The first payment to leave Mr A's Revolut account was the £7,000 transaction made on 22 December 2022 and I'm satisfied that this payment was unusual enough that it should have prompted an intervention from Revolut. So, having thought carefully about the risk this payment presented, I think a proportionate response to that risk would have been for Revolut to have provided Mr A with a written warning that broadly covered off general scam risks.

I'm not satisfied that Revolut needed to go further at this stage and I don't consider Revolut ought reasonably to have asked Mr A questions to narrow down the scam he might be falling victim to. So, I don't think that in December 2022 this meant doing more than providing a written scam warning when it identified a potentially suspicious transaction for this amount.

If Revolut had provided a warning of the type described, would that have prevented the loss from this point onwards?

I'm not satisfied that a general written scam warning would have resonated with Mr A or led him to act differently. I agree with the investigator that it appears that Mr A was determined to ensure the transactions he was making were processed at his request. So, I don't think a proportionate intervention By Revolut at this point would've uncovered the scam or broken the spell Mr A was under.

However, by the time Mr A attempts to make the first payment of £25,000 on 23 January 2023, I'm persuaded that the activity on the account had started to look so unusual and so indicative of a cryptocurrency scam that Revolut should've contacted Mr A and intervened again. And whilst I cannot know for certain what would have taken place, I'm satisfied that its more likely than not that the scam could've been prevented from this point onwards. I'll explain why in more detail below.

The first £25,000 payment made on 23 January 2023 is the sixth payment being made to a cryptocurrency wallet in just over a month and the payments had been increasing in value. Three of the previous payments had been made in one day and this payment was substantial in value – nearly twice the value of any of the payments that had come before it. So, by this point, the series of payments and the activity on Mr A's account had all the classic hallmarks of a cryptocurrency investment scam.

So, having thought carefully about the risk this payment presented, I think a proportionate response to that risk would've been for Revolut to have attempted to contact Mr A again in order to establish the circumstances surrounding the payment before allowing it to leave his account. I'm satisfied Revolut should have sought to speak with Mr A in person, for example, by directing him to its in-app chat to discuss the payment further.

If Revolut had attempted to establish the circumstances surrounding Payment 6, would the scam have come to light and Mr A's loss been prevented?

Had Mr A told Revolut that he was being asked to purchase cryptocurrency by a third-party he'd found on a social networking site who'd told him he could make £60,000, Revolut would have immediately recognised that Mr A was falling victim to a scam. It would have been able to provide a very clear warning and, given that Mr A had no desire to lose his money and nothing to gain from going ahead with the payment, it's very likely that he would have stopped, not followed the scammer's instructions and his loss would have been prevented.

However, I'm not persuaded that Mr A would've readily revealed the real reason for the payments he was making. So, I've firstly had to consider what I think is most likely to have happened had Revolut contacted Mr A again.

Mr A had been told to avoid mentioning cryptocurrency investing should he be questioned about the payments he was making. But by the time he was attempting to make the sixth payment from his Revolut account, he couldn't avoid telling Revolut that the payments were going towards cryptocurrency. They were obviously going to a cryptocurrency wallet at B and crucially, I'm not persuaded that any cover-story that Mr A could've come up with could've persuaded Revolut that he wasn't falling victim to a scam.

In reaching this conclusion, I've thought about the fact that the scammers hadn't provided Mr A with a cover-story to provide should he be questioned. Mr A was making up the reasons for the payments apparently on the hoof in order to avoid saying he was investing in cryptocurrency. He couldn't avoid that here. This was the sixth payment in a month going to a cryptocurrency wallet. The total value of Mr A's attempted transactions now amounted to £55,000 and given the significant activity on the account, I don't think Mr A would have been able to come up with a plausible explanation for why he was sending such a substantial sum of money to a cryptocurrency wallet in one month had Revolut asked him some probing questions about why he was sending the funds. The activity on the account didn't look speculative in nature at all. In fact, it had all the classic hallmarks of a cryptocurrency scam.

So, I'm satisfied that even if Mr A had continued to maintain his cover-story, Revolut should've had significant concerns, despite what he said, and it should've gone on to ask for evidence to support Mr A's assertions before it allowed the payment to leave his account. For example, by asking for evidence that the funds weren't being sent on from Mr A's account at B. If Mr A couldn't provide this, Revolut could've declined to make the payment altogether and provided him with a warning that was specifically about the risk of cryptocurrency scams, given how prevalent they had become by the beginning of 2023.

In doing so, I recognise that it would be difficult for such a warning to cover off every permutation and variation of cryptocurrency scams, without significantly losing impact. So, at this point in time, I think that such a warning should have addressed the key risks and features of the most common cryptocurrency scams – cryptocurrency investment scams.

The warning Revolut ought fairly and reasonably to have provided should have highlighted, in clear and understandable terms, the key features of common cryptocurrency investment scams, for example referring to: an advertisement on social media, promoted by a celebrity or public figure; an 'account manager', 'broker' or 'trader' acting on their behalf; the use of remote access software and a small initial deposit which quickly increases in value.

I recognise that a warning of that kind could not have covered off all scenarios. But I think it would have been a proportionate way for Revolut to minimise the risk of financial harm to Mr A by covering the key features of scams affecting many customers. I think, on the balance of probabilities, that's likely to have caused Mr A to stop. Ultimately, he didn't want to lose his money and I can see no reason for him to have continued to make the payment(s) if he was presented with a warning that brought to life the scam and his circumstances – which is what the previous banks couldn't do as the payments weren't obviously going to a cryptocurrency wallet. Mr A couldn't avoid telling Revolut this and he would've been actively engaging with someone in real time who would've been able to tell him he was falling victim to a scam.

So, I'm satisfied that had Revolut sought to establish the circumstances surrounding Payment 6, as I think it ought to have done, and provided a clear warning, Mr A's loss from and including Payment 6 would have been prevented.

Is it fair and reasonable for Revolut to be held responsible for Mr A's loss?

In reaching my decision about what is fair and reasonable, I have taken into account that Revolut is one of multiple firms involved in this scam.

But as I've set out in some detail above, I think that Revolut still should have recognised that Mr A might have been at risk of financial harm from fraud when he made the 1st and 6th payments, and in those circumstances, it should have declined the payment and made further enquiries. If it had taken those steps, I am satisfied it would have prevented the losses Mr A suffered from payment 6 onwards. The fact that the money used to fund the scam came from elsewhere and/or wasn't lost at the point it was transferred to Mr A's account at B does not alter that fact and I think Revolut can fairly be held responsible for Mr A's loss in such circumstances. I don't think there is any point of law or principle that says that a complaint should only be considered against either the firm that is the origin of the funds or the point of loss.

I've also considered that Mr A has only complained against Revolut. I accept that it's possible that other firms might also have missed the opportunity to intervene or failed to act fairly and reasonably in some other way, and Mr A could instead, or in addition, have sought to complain against those firms. But Mr A has not chosen to do that and ultimately, I cannot compel him to. In those circumstances, I can only make an award against Revolut.

Ultimately, I must consider the complaint that has been referred to me (not those which haven't been or couldn't be referred to me) and for the reasons I have set out above, I am satisfied that it would be fair to hold Revolut responsible for Mr A's loss from payment 6 (subject to a deduction for Mr A's own contribution which I will consider below).

<u>Should Mr A bear any responsibility for his losses?</u>

In considering this point, I've taken into account what the law says about contributory negligence as well as what's fair and reasonable in the circumstances of this complaint.

I recognise that, as a layman who claims to have little investment experience, there were aspects to the scam that would have appeared convincing. Mr A was introduced to it through an advert appearing to show a well-known media personality being interviewed on a popular television programme. These adverts can be very convincing – often linking to what appears to be a trusted and familiar news source.

I've also taken into account the provision of the trading platform, which based on what Mr A has said, appeared genuine. I know that fraudsters used the apparent success of early trades and, as in this case, the apparent ability to withdraw funds to encourage increasingly large deposits. I can understand how what might have seemed like taking a chance with a relatively small sum of money snowballed into losing a life changing amount of money. So I've taken all of that into account when deciding whether it would be fair for the reimbursement due to Mr A to be reduced. I think it should.

My intention is not to further Mr A's distress where he's already been the victim of a cruel scam. But despite the overall plausibility of the scam, I am satisfied that Mr A should've had serious concerns about what he was being told by C from the outset and that he should've questioned the legitimacy of the supposed investment. I also have to bear in mind that by not being forthright about the real reasons for the payments, Mr A ultimately prevented the scam from being uncovered. Specifically, I've taken into account:

- *Mr A didn't seek to independently verify the information he was being provided with by the scammers.*
- *Mr A made substantial payments to the scammers for the sale of cryptocurrency without being provided with any paperwork, such as contracts of sale, that you'd reasonably expect to see in a sale of this value.*
- *The profits being offered to Mr A and the timescale to receive them in were too good to be true. Mr A had been told that his £130,000 investment would generate a near instantaneous profit of £60,000 - a return of just over 45%. It's also unclear why C would sell its cryptocurrency to Mr A when it supposedly could've sold it to the larger company to generate more of its own profits. And so, I'm satisfied that what was being offered here was so unrealistic and unlikely that Mr A ought reasonably to have had significant concern about the legitimacy of the opportunity that was presented to him. That, in turn, ought to have led to a greater degree of checking on his part.*
- *Mr A misled the third-party banks who enquired about the reasons he was making the payments prior to them being received by Revolut. And whilst I understand that Mr A was under the spell of the scammers at this point, and he'd been told to avoid mentioning cryptocurrency, this ultimately made it difficult for the scam to come to light and his loss be prevented.*

So, overall, I've concluded on balance, that Revolut can fairly reduce the amount it pays to Mr A because of his role in what happened. Weighing the fault that I've found on both sides, I think a fair deduction is 50%.

Could Revolut have done anything else to recover Mr A's money?

I've also thought about whether Revolut could have done more to recover the funds after Mr A reported the fraud. However, the card payments were used to purchase cryptocurrency via Mr A's own account at B. I'm not persuaded there would have been any reasonable prospect for a chargeback claim succeeding, as the merchant would be able to demonstrate that it *had provided the goods/services that had been purchased using the debit card (in this case, the cryptocurrency that was then sent on to the scammer). So I don't think there was anything more Revolut could've done to recover the money in these circumstances.*

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 overall conclusions I reached in my provisional decision, for the same reasons. I'll explain why.

Mr A responded to my provisional decision to say he accepted the findings set out in it. Revolut didn't respond to say whether it agreed to my provisional decision or not.

As no further evidence or arguments have been presented to me, I see no reason to depart from the conclusions I reached in my provisional decision.

Putting things right

Overall, I'm satisfied that it's fair and reasonable to require Revolut to pay Mr A:

- 50% of his overall loss, from and including, the 6th payment made on 23rd January 2023.
- 8% simple interest per year on that amount from the date of each payment to the date of settlement.*

*If Revolut Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr A how much it's taken off. It should also give Mr A a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

My final decision is that I partially uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 June 2025.

Emly Hanley Hayes
Ombudsman