

## The complaint

Mr C complains that Revolut Ltd treated him unfairly as his card was withheld by an ATM whilst he was abroad leaving him with no money and when he returned to the UK, the bank then closed his account.

## What happened

Mr C held a current account with Revolut. At the end of January 2024, Mr C was travelling abroad and tried to use his debit card in the local bank ATM when it was swallowed. He asked the local bank to return his card, but it was unable to do so. Mr C was distressed as this left him with no money, and he needed to make urgent payments, so he contacted Revolut for help.

Mr C says he was only able to contact Revolut via its online chat and the bank repeatedly said that it would call him, but it didn't do so - which caused him distress. Mr C says Revolut offered to cancel his card, but this would have left him in an even more difficult position as he was abroad. Mr C told us that he has a disability which Revolut was aware of, but despite knowing he needed support and struggled communicating over the chat function, it didn't support him.

He said that he'd spent several days for hours at a time trying to get help from Revolut and asking for a manager, but on 5 February 2024, the bank had said that it was closing his account. As Mr C felt that Revolut had discriminated against him because of his disabilities, he made a complaint.

Revolut didn't uphold Mr C's complaint. It was satisfied that the agents who had spoken to Mr C on the chat function had tried to support him with changing his contact number, replacing his card due to it being swallowed by the ATM and arranging an alternative way for him to receive a new card.

The bank also said that it didn't provide a call back facility on a 24/7 basis, so it wasn't able to call Mr C back when he'd initially requested it, and it was satisfied that it had closed Mr C's account fairly as he'd breached the terms and conditions of his account due to the manner he'd spoken to the agents on the chat. Mr C didn't think this was fair and asked our service to look into his complaint.

After the complaint had been brought to our service, Revolut offered Mr C £100 compensation as a gesture of goodwill due to the distress caused to him, but Mr C didn't accept this.

Our investigator thought the offer from Revolut was enough to put things right. She acknowledged that due to Mr C's disabilities he found communication difficult and became frustrated quickly. However, she thought that Mr C was aware that Revolut didn't offer 24/7 phone contact as he'd been advised of this previously. She also thought that the bank had tried to help Mr C as much as it could when his card was swallowed, but as it didn't own the ATM in question, it couldn't return this.

The investigator thought that Revolut had behaved reasonably in closing Mr C's account as he had been warned on numerous occasions about being abusive to its staff. She noted that Mr C's behaviour was a breach of his account terms and she said Revolut had a duty to protect its staff.

Mr C didn't agree with our investigators opinion and asked for an ombudsman to review his complaint. So, the case was passed to me to decide.

I issued a provisional decision on 18 September 2024. I said the following:

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 it in part. I'll explain why.

Mr C says that Revolut treated him unfairly when his bank card was swallowed by the ATM. He's also told us that the bank has discriminated against him and provided him with poor service by not making reasonable adjustments for him under the Equality Act 2010. Therefore, I've taken the Equality Act 2010 into account when deciding this complaint –given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr C wants a decision that Revolut has breached the Equality Act 2010, then he'd need to go to Court.

I can see that initially Mr C was unhappy that after his card was swallowed by the ATM, Revolut couldn't arrange for the return of his card. I don't think the bank behaved unreasonably here as it didn't own the ATM machine and therefore had no means of arranging for the card to be returned. However, I do also acknowledge the distress that Mr C said he was experiencing at this point as he was abroad and had a driver waiting for payment.

Looking at the evidence, I've seen that Revolut did offer alternative options to assist Mr C, however he was unhappy with the responses and time taken by the bank's agents to reply to him. Mr C therefore requested a call back from a manager, and I can see that Revolut did agree to call Mr C back on several occasions – but that didn't happen. Revolut told our service that it didn't call Mr C back as agreed because despite repeated requests to remain professional, he was rude to its staff. I acknowledge this was a decision that Revolut was able to make, but I don't think it treated Mr C fairly here.

I say this because I haven't seen any evidence that Mr C was initially told he wouldn't receive a call back from a manager due to his behaviour, nor was he given the opportunity to change his behaviour to receive a call back. Instead, Revolut repeatedly agreed that Mr C would receive a call back and discussed times for this to take place. So, when Mr C didn't receive the call as agreed, his behaviour escalated to the point where it became unacceptable.

It was only after nearly three days of waiting for a call that the bank finally told Mr C, he wouldn't get a call back because of his abusive language. So, I think Revolut's actions here caused Mr C distress and made him feel that he was being discriminated against because he wanted a call to resolve his concerns – rather than this being resolved through the chat.

However, I don't think that Revolut was unreasonable in closing Mr C's account. I say that because the terms of Mr C's account with the bank say that Revolut may close the account "if you behave in a disrespectful or abusive way to our Support or other staff, for example by harassing or insulting staff members or using offensive

language while communicating with them.” I can see that Mr C was given repeated warnings by Revolut’s staff that he was using inappropriate language and that this wasn’t acceptable. Mr C then continued to use both inappropriate language both generally and personally towards Revolut’s staff. So, I’m satisfied that Revolut behaved reasonably here. I also think it’s clear that the language used by Mr C here was not acceptable and I’m satisfied that no business would find it acceptable.

Mr C told us he thinks Revolut closed his account as he was exhausting all the services, such as free travel insurance without paying for them. He also feels the bank discriminates against its customers as it doesn’t want their business unless they are ‘ultra’ customers. However, I haven’t seen any evidence that’s the case. I can see that Revolut offered Mr C a free upgrade to his account for a specified period of time, he then requested that this was at a time of his choosing – so he could maximise the use of the additional services provided by the upgraded account – which was granted by the bank. I’ve seen that the upgrade period ended whilst Mr C was abroad, so Revolut provided him with information about the different account options and benefits which were available to him - but I haven’t seen any evidence that this had any impact on Revolut’s decision to close the account.

#### *Putting things right*

I think it’s clear that Revolut’s handling of Mr C request for a manager call back and its subsequent actions caused him distress. To put things right I think Revolut should pay Mr C a further £200 compensation in addition to the £100 it has already offered, bringing the total to £300.

I invited Mr C and Revolut to give me any more evidence and information they wanted me to consider before issuing my final decision. Both Mr C and Revolut accepted the decision and had nothing further to add.

#### **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, as both parties responded to say they accepted the decision and had nothing further to add, I see no reason to reach a different conclusion. So, this final decision confirms the findings set out in my provisional decision.

#### **My final decision**

My final decision is that I uphold this complaint in part. I instruct Revolut Ltd to pay Mr C an additional £200 in compensation for the distress caused. If it has not already done so, I also intend to order it to pay the £100 it has already offered – bringing the total payment to £300.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr C to accept or reject my decision before 18 October 2024.

Jenny Lomax  
**Ombudsman**