

## The complaint

Ms C is being represented by solicitors. She's complaining about Revolut Ltd because it declined to refund money she lost as a result of fraud.

## What happened

Sadly, Ms C fell victim to a cruel investment scam that she saw advertised on social media and appeared to be endorsed by a well-known celebrity. She thought she'd set up a legitimate account on a cryptocurrency trading platform, but the trading activity and profits she was shown were fake and her money was actually taken by the scammers.

On the instruction of the scammers, Ms C opened an account with Revolut in August 2023 and made the following payments as part of the scam:

No.	Date	Amount £	To	Type	Completed?
	17 Aug	2,500	Exchanged to BTC	Exchange	Y
1	23 Aug	2,500	Individual's overseas account	Transfer	Y
2	31 Aug	6,000	Individual's overseas account	Transfer	Y
3	31 Aug	1,000	Individual's overseas account	Transfer	Y
4	26 Sep	3,400	Cryptocurrency provider	Card payment	Y
5	26 Sep	2,600	Cryptocurrency provider	Card payment	Y
	19 Oct	2,900	Cryptocurrency provider	Card payment	Declined
	19 Oct	2,950	Cryptocurrency provider	Card payment	Declined
6	19 Oct	2,950	Cryptocurrency provider	Card payment	Y
7	19 Oct	3,800	Cryptocurrency provider	Card payment	Y
8	19 Oct	1,800	Cryptocurrency provider	Card payment	Y

Our investigator recommended the complaint be partly upheld. He felt Revolut should have provided tailored warnings about cryptocurrency scams before processing payment 4 and that, if it had done, the scam would have been stopped. He recommended Revolut refund all payments from that point with a 50% deduction for contributory negligence.

Ms C accepted the investigator's assessment. Revolut didn't and made the following key points:

- Ms C had only just opened her account so it wasn't in a position to say whether these payments were unusual or out of character with normal account activity.
- The payments to cryptocurrency providers are self-to-self payments, meaning they went to accounts controlled by Ms C herself and the fraudulent transactions didn't originate from a Revolut account.
- We should also be considering the role of Ms C's bank, from where money was transferred to Revolut.

The complaint has now been referred to me for review.

## My provisional decision

After the complaint was referred to me, I issued my provisional decision setting out why I thought it should be partly upheld. My reasons were as follows:

*In broad terms, the starting position at law is that an Electronic Money Institution (EMI) such as Revolut is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, 'authorised' essentially means the customer gave the business an instruction to make a payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went.*

*In this case, there's no dispute that Ms C authorised the above payments.*

*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 Ms C modified the starting position described in Philipp, by 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" (section 20).*

*So, in the case of the transfers, Revolut was required by the implied terms of its contract with Ms C and the Payment Services Regulations to carry out her instructions promptly, except in the circumstances set out in its contract, which included where regulatory requirements meant it needed to carry out further checks.*

*Whether or not Revolut was required to refuse or delay a payment for one of the reasons set out in its contract, the basic implied requirement to carry out an instruction promptly did not in any event mean Revolut was required to carry out the payments immediately<sup>1</sup>. Revolut could comply with the requirement to carry out payments promptly while still giving fraud warnings, or making further enquiries, prior to making the payment.*

*With respect to the card payments, 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.*

*And, I am satisfied that, taking into account longstanding regulatory expectations and requirements and what I consider to have been good industry practice at the time, Revolut should in August 2023 fairly and reasonably 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 (irrespective of whether it was also required by the express terms of its contract to do so).*

*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 do in fact seek to take those steps, often by:*

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<sup>1</sup> The Payment Services Regulation 2017 Reg. 86(1) states that "the payer's payment service provider must ensure that the amount of the payment transaction is credited to the payee's payment service provider's account **by the end of the business day following the time of receipt of the payment order**" (emphasis added).

- *using algorithms to identify transactions presenting an increased risk of fraud;<sup>2</sup>*
- *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; and*
- *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 date, 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)*

*In reaching my conclusions about what Revolut ought fairly and reasonably to have done, I am also mindful that:*

- *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).*
- *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<sup>3</sup>, 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),*

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<sup>2</sup> 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\\_/](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_/)

<sup>3</sup> BSI: PAS 17271: 2017” Protecting customers from financial harm as result of fraud or financial abuse”

*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).

- Since 31 July 2023, under the FCA's Consumer Duty<sup>4</sup>, regulated firms (like Revolut) must act to deliver good outcomes for customers (Principle 12) and must avoid causing foreseeable harm to retail customers (PRIN 2A.2.8R). Avoiding foreseeable harm includes ensuring all aspects of the design, terms, marketing, sale of and support for its products avoid causing foreseeable harm (PRIN 2A.2.10G). One example of foreseeable harm given by the FCA in its final non-handbook guidance on the application of the duty was "consumers becoming victims to scams relating to their financial products for example, due to a firm's inadequate systems to detect/prevent scams or inadequate processes to design, test, tailor and monitor the effectiveness of scam warning messages presented to customers"<sup>5</sup>.
- 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.

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 August 2023 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
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<sup>4</sup> Prior to the Consumer Duty, FCA regulated firms were required to “pay due regard to the interests of its customers and treat them fairly.” (FCA Principle for Businesses 6). As from 31 July 2023 the Consumer Duty applies to all open products and services.

<sup>5</sup> The Consumer Duty Finalised Guidance FG 22/5 (Paragraph 5.23)

*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;*

- 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;*
- have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so; and*
- 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).*

*Taking these points into account, I need to decide whether Revolut acted fairly and reasonably in its dealings with Ms C.*

*Should Revolut have recognised that Ms C was at risk of financial harm from fraud?*

*In respect of the cryptocurrency exchange on 17 August and subsequent transfer, our investigator has already explained why these activities fall within our jurisdiction. But he didn’t feel Revolut should have viewed this as particularly suspicious or that any intervention was warranted. Neither party has disputed this assessment.*

*Turning to the other payments, it’s relevant to note that one of the key features of a Revolut account is that it facilitates money transfers, often involving large amounts and sometimes to overseas accounts. I’m also conscious this was a new account and there was no history of past activity against which these payments might have looked suspicious or out of character.*

*Payment 1 went to an individual’s account overseas and Revolut says it asked Ms C to confirm the purpose of the payment. The options presented included ‘investment’ and ‘crypto currency’, but she instead answered that it was ‘payment for goods and services’. At this point, Revolut had no reason to believe this wasn’t correct and I don’t think it should have viewed this transaction with any particular suspicion.*

*Payments 2 and 3 were made to the same payee a few days later. While these were transfers to a known payee, they were to an overseas account and payment 2 was significantly larger. In the circumstances, I think this at least should have prompted some form of intervention from Revolut.*

*Payments 4 and 5 went to a known cryptocurrency provider. Losses to cryptocurrency fraud reached record levels in 2022 and, by the end of that year, many high street banks had placed restrictions or additional friction on cryptocurrency purchases owing to the elevated fraud risk. So, by the time these payments took place, I think that Revolut should have recognised that payments to cryptocurrency carried a higher risk of being associated with fraud. And in view of the size of payment 4, I think some form of intervention should have been attempted at this point before processing it.*

*Payments 6, 7 and 8 all took place on the same day and involved further significant sums being paid to a cryptocurrency provider. I think this is something that should have led Revolut to think Ms C may be at risk of harm from fraud and the fact it blocked two attempted payments to the same cryptocurrency provider earlier on the same day indicates it did have those concerns.*

*What did Revolut do to warn Ms C?*

*Each time a new payee was set up, Revolut says Ms C was shown the following warning:*

*Do you know and trust the payee?*

*If you're unsure, don't pay them, as we may not be able to help you get your money back. Remember, fraudsters can impersonate others, and we will never ask you to make a payment.*

*As I've said above, Revolut also says it asked Ms C about the reason for payment 1. It says this was preceded by a generic warning that the transfer could be a scam followed by a series of screens setting out how sophisticated fraudsters can be and the amount lost to scams in the previous year. Once Ms C answered that she was paying for goods and services, no further warning was provided. And, from the information provided, it appears no further warnings were issued before payments 2 and 3 were processed.*

*Prior to payment 4 on 26 September, I understand Ms C would have seen the above new payee warning. Once she'd acknowledged that, no further scam warnings were provided before payments 4 and 5 were processed.*

*Revolut has provided detailed information about what took place on 19 October, including the warnings it provided, but I haven't referred to this in detail here. For reasons I'll go onto explain, I think the scam should have been stopped at payment 4 and what happened after that isn't relevant to the outcome of this complaint.*

*What kind of warning should Revolut have provided?*

*I've thought carefully about what a proportionate warning in light of the risk presented would be in the circumstances of each payment. In doing so, I've taken into account that many payments that look very similar to this one will be entirely genuine. I've given due consideration to Revolut's duty to make payments promptly, as well as what I consider to have been good industry practice at the time this payment was made.*

*In respect of payment 1, Revolut does appear to have asked Ms C about the reason for the payment and, based on the fact she said was paying for goods and*

*services, I don't think it could reasonably have been expected to identify she was being scammed or what type of scam might be taking place. In the circumstances, I'm satisfied that providing a generic warning about scams was a reasonable approach.*

*Although the money was going to a known payee, the account was overseas and payment 2 was for a much higher amount. In the circumstances, I think Revolut should reasonably have provided further scam warnings. Given the approach adopted before processing payment 1, I think it should at least have provided a further generic scam warning and asked Ms C to confirm the purpose of the payment.*

*As I've said above, payments 4 and 5 involved considerable amounts moving to a known cryptocurrency provider. In those circumstances, Revolut ought to have provided a warning (whether automated or in some other form) that was specifically about the risk of cryptocurrency scams, given how prevalent they had become by the end of 2022. In doing so, I recognise that it would be difficult for such a warning to cover off every permutation and variation of cryptocurrency scam, 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 Ms C by covering the key features of scams affecting many customers but not imposing a level of friction disproportionate to the risk the payments presented.*

*I don't believe any of the warnings provided by Revolut at any stage in the series of events described achieved this standard. Instead, they were much more generic and not sufficiently tailored to the specific risks it ought to have realised Ms C could be exposed to.*

*If Revolut had provided a warning of the type described, would that have prevented the losses Ms C suffered?*

*I've said that I think Revolut should have carried out some sort of intervention before processing payment 2. But in the circumstances, I don't think it needed to go further than providing a generic scam warning and ask Ms C To select the purpose for the payment as it had done previously. And based on the answer Ms C had given in respect of payment 1, I think it's likely the outcome would have been the same and Revolut would have been entitled to process the payment in the same way.*

*Turning to payment 4, I've thought carefully about whether a specific warning covering off the key features of cryptocurrency investment scams would have likely prevented any further loss in this case. And on the balance of probabilities, I think it would have. There were several key hallmarks of common cryptocurrency*



*investment scams present in the circumstances of Ms C's payments, including finding the investment through an advert endorsed by a public figure, being assisted by a broker, being shown very healthy short-term gains and encouraged to invest more and more.*

*I've also reviewed the text conversation between Ms C and the scammer (though I note she also appears to have spoken to him, not just communicated by instant message, and I haven't heard those conversations). I've found nothing within the messages that suggests Ms C was asked, or agreed to, disregard any warning provided by Revolut. And it's not clear she was coached by the scammer about how to respond to the warnings she did receive. If that was the case, I don't think she would have answered that she was being guided when asked about this.*

*I've also seen no indication that Ms C expressed mistrust of Revolut or financial firms in general. Nor do I think that the conversation demonstrates a closeness of relationship that Revolut would have found difficult to counter with a warning.*

*I've taken into account that Ms C had been shown evidence of fake returns on her original investments, but the weight of evidence I've outlined persuades me that she was not so taken in by the scammer that she wouldn't have listened to the advice of Revolut.*

*Therefore, on the balance of probabilities, had Revolut provided Ms C with an impactful warning that gave details about cryptocurrency investment scams and how she could protect herself from the risk of fraud, I believe it would have resonated with her. She could have paused and looked more closely into the broker before proceeding, as well as making further enquiries into cryptocurrency scams and whether or not the platform and broker were regulated. I'm satisfied that a timely warning from Revolut would very likely have led Ms C to make further enquiries that would have stopped the scam and prevented further losses.*

*What about the actions of Ms C's bank?*

*This was a multi-stage fraud that saw Ms C move money from her bank to Revolut before it was transferred to the scammer. This complaint is about Revolut and it's not appropriate for me to comment here on whether or not the bank should have identified she was at risk of harm from fraud and whether it reacted proportionately. But to obtain a full picture of what took place, we have contacted Ms C's bank to establish if it attempted any kind of intervention before transferring her money to Revolut and, if so, how this affects my assessment of whether or not she acted reasonably in the circumstances.*

*Ms C made a number of payments from her bank to her Revolut account as part of the scam and her bank has told us it provided only generic warnings. This isn't necessarily surprising given she was making payments to another account in her own name and it didn't know this would end up being used to purchase cryptocurrency. For completeness, Ms C's bank has also confirmed that it hasn't reimbursed any of the money she transferred to Revolut.*

*On balance, I don't think there was any intervention by Ms C's bank that should particularly have alerted her to the fact she was speaking to a scammer or that changes my views about how Revolut should have dealt with this situation and whether she acted reasonably in the circumstances with which she was faced.*

*Should Ms C bear any responsibility for her losses?*

*I've also considered whether it would be fair and reasonable for Ms C to bear some responsibility for her own losses here. In doing so, I've considered what the law says about contributory negligence but kept in mind that I must decide this complaint based on what I consider to be fair and reasonable in all the circumstances.*

*I've considered the evidence carefully. I accept Ms C genuinely believed these payments were being made in connection with a legitimate investment opportunity and, initially at least, I don't think this belief was unreasonable. This was a sophisticated scam and that involved documentation and faked websites that appeared professional and a scammer who was gifted at manipulating his victims.*

*But by the time she made payments 6, 7 and 8, I think Ms C should have started to become suspicious about what was really going on and proceeded only with great caution. Her representative has told us that she was contacted on 5 October to say she could withdraw a total profit of over £42,000 but only after a transaction fee was paid. And that she tried again to make a withdrawal on 16 October but was told she'd need to pay 25% of her profit for verification purposes before this was done.*

*At this time, the facts being present to Ms C were that she'd all but trebled her investment in the space of a few weeks. Objectively, that sounds too good to be true and I think she should have questioned whether this was realistic before proceeding to 'invest' more. And while the letter she's provided requesting money is quite professional in appearance, a sudden request for a significant sum of money for reasons that weren't particularly clear should also have raised some suspicion in my view.*

*Overall, I think it's fair and reasonable for Revolut to make a 50% deduction from the amounts I'm proposing are refunded for payments 6, 7 and 8. This is where my assessment differs from that of the investigator, who concluded a similar reduction should be made from all payments to be reimbursed.*

#### *Recovery of funds*

*I've also looked at whether Revolut took the steps it should have once it was aware the payments were part of a scam.*

*Revolut has told us it wasn't notified about the scam until 31 October, nearly two weeks after the last payment. It's a common feature of this type of scam that the fraudster will move money very quickly to other accounts once received to frustrate any attempted recovery and I don't think anything that Revolut could have done differently would likely have led to those payments being recovered successfully after this period of time.*

*I must also consider that payments 4 onwards were paid to a legitimate cryptocurrency account in Ms C's own name. From there, she purchased cryptocurrency and moved it onto a wallet address of her choosing (albeit on the scammers' instructions). If Revolut tried to recover the funds, it could only have tried to do so from Ms C's own account and it appears all the money had already been moved on and, if not, anything that was left would still have been available to her in any event.*

### *In conclusion*

*For the reasons I've explained, I don't think Revolut acted fairly and reasonably in its dealings with Ms C and I'm currently proposing to uphold this complaint.*

### **The responses to my provisional decision**

Ms C accepted my provisional decision and Revolut made no further submission.

### **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.

As neither party has made any further submissions my findings haven't changed from those I set out previously.

### **Putting things right**

The principal aim of any award I make must be to return Ms C to the position she'd now be in but for the errors or inappropriate actions of Revolut, while allowing for any responsibility she should reasonably bear. If Revolut had carried out an appropriate intervention before processing payment 4 as I've described, I'm satisfied the scam would have been stopped and Ms C would have retained the money that was lost from that point on.

To put things right, Revolut should pay Ms C compensation of C + D, where:

- A = a full refund of payments 4 and 5;
- B = a 50% refund of payments 6, 7 and 8;
- C = A + B
- D = simple interest at 8% per year on the part of each payment being refunded from the date the payment was made to the date compensation is paid.

Interest is intended to compensate Ms C for the period she was unable to use this money. HM Revenue & Customs (HMRC) requires Revolut to deduct tax from any interest. It must provide Ms C with a certificate showing how much tax has been deducted if she asks for one.

I'm satisfied this represents a fair and reasonable settlement of this complaint.

### **My final decision**

My final decision is that I partly uphold this complaint. Subject to Ms C's acceptance, Revolut Ltd should now put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 6 February 2025.

James Biles  
**Ombudsman**

