

The complaint

Mr H complains that Revolut Ltd didn't stop payments going out of his account when he said he had problem gambling, that he's lost thousands because of Revolut's negligence and that Revolut won't help him with chargebacks.

What happened

Mr H has an account with Revolut and has done so since January 2024. He has accounts with several other businesses too. He's told us that he has problems with gambling – for which he's reached out for support in the past – and has done so for a number of years.

In November 2024 Mr H complained to Revolut that it had failed in its duty of care in that it hadn't stopped payments going out of his account when he asked Revolut to do so. He says Revolut simply told him to activate the gambling block on his account or to block specific merchants. He says neither of these options would have worked for him. He says other businesses helped him.

Revolut looked into Mr H's complaint and said that it hadn't done anything wrong as its agents had given him the right information and support and it couldn't simply block all outgoing transactions. Nevertheless, it sympathised and offered him £75 in compensation as a gesture of goodwill.

Mr H was unhappy with Revolut's response and complained to us. He also complained to us about the way Revolut had handled chargebacks he'd attempted to raise. He said it had got to the point where Revolut automatically declined his chargebacks without looking into them.

One of our investigators looked into Mr H's complaint about Revolut failing in its duty of care. A different investigator looked into Mr H's complaint about the way Revolut had handled chargebacks he'd attempted to raise.

Our investigator looking into Mr H's complaint about Revolut failing in its duty of care didn't think Revolut had acted unfairly because they didn't think Revolut had done anything wrong. Mr H was unhappy with our investigator's recommendation and so asked for his complaint to be referred to an ombudsman for a decision. His complaint about Revolut failing in its duty of care was, as a result, passed to me.

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.

I can see that Mr H opened his account with Revolut in January 2024 and that he made a relatively large number of small transactions throughout 2024. I can see too that he's received a number of refunds from a number of different companies. His transactions include open banking transactions and cryptocurrency transactions as well as payments to online merchants. Almost all of the transactions are for under £100 and most are for less than £50. I'm satisfied, given what I've just said, that there was nothing about the activity on Mr H's account that would have been cause for concern to Revolut – subject to what comes next.

From the middle of 2024 onwards, I can see that Mr H contacted Revolut through its in-app chat to complain about purchases he'd made online and not receiving goods or services. Some of the purchases appear to have been computer games or add ons. I can also see he raised a number of chargebacks and in September 2024 asked for his account to be frozen as he believed he'd become the victim of a scam. I'm not going to say any more about these disputes given that Mr H has another complaint with us about chargebacks and Revolut, as already mentioned.

I can see in October 2024 that Mr H started talking to Revolut about closing his account as he wasn't happy with the way he was being treated. And that he then started talking about doing so once he received the refunds that he had in process.

I can see on 18 October 2024 that Mr H asked Revolut to permanently block all payments going forwards. He said he didn't want his account to be able to send any card payments anywhere going forwards. I can see that Revolut replied saying that this wasn't a service it was able to provide and that if he wanted to avoid card payments being made then it would need to terminate his card. I can see that Revolut asked Mr H if it should go ahead and terminate his card. Mr H doesn't reply. Instead, two hours later, he said he'd placed a bet and was trying to make a withdrawal – this is the first time he mentions gambling – and he needed help making the withdrawal. Revolut helped.

Two days later, I can see that Mr H said he needed all outgoing payments blocking. More importantly, I can see he said to Revolut that he had a "serious gambling problem" for the first time. I wouldn't have expected Revolut to have had any concerns that Mr H had a gambling problem before he sent this message. In other words, before 20 October 2024. I say that because the activity on Mr H's account doesn't suggest that he has a gambling problem let alone a serious gambling problem.

I can see that Revolut explained about the gambling block it offers and how to go about blocking specific merchants – as well as the limitations of both – as soon as Mr H said he had a serious gambling problem. In particular, I can see that Revolut explained to Mr H:

- a) that his account had a gambling block on it which was disabled by default but would, once enabled, instantly decline any card payment to a gambling merchant: and
- b) that its gambling blocked relied on recognising that the business in question was using a gambling related merchant category code.

In addition, I can see that Revolut explained Mr H could block specific merchants – he could block up to three a month and have up to five blocks in place. Finally, I can see that Revolut signposted Mr H to organisations that could help.

Given what I've just said, I agree with Revolut that its agents tried to help. In this case, however, I can also see that none of the information the agents gave to Mr H was new to him. I say this because it's clear that he already knew that Revolut had a gambling block, and that he already knew that Revolut's gambling block wouldn't stop card payments to the websites he was using. Mr H was, it seems, gambling on websites which didn't identify themselves as gambling merchants – a well-known loophole. And because he was gambling on lots of different websites Revolut's merchant block would have been of limited use. That's not to say that the information wasn't helpful. And it's important not to forget that Revolut's suggestion that it terminate Mr H's card would have helped – to an extent. I can, however, see that Mr H didn't take Revolut up on any of its suggestions.

For the reasons I've mentioned above, and in this particular case, I agree with our investigator that there wasn't much more Revolut could do. So, I'm not going to uphold this complaint. In doing so, I'm making no findings in relation to the chargebacks Mr H says he raised – these, as I've already mentioned, are being dealt with as a separate complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 March 2025.

Nicolas Atkinson
Ombudsman