

The complaint

Mr O complains that Revolut Ltd hasn't protected him from losing money to an investment scam.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here. But in summary I understand it to be as follows.

In August 2023, Mr O received a phone call about an investment opportunity and was told that he could make good returns. Mr O has said he had a detailed conversation with the caller and they appeared knowledgeable and professional. This, along with professional looking emails he received, made Mr O believe this was a legitimate opportunity, so he decided to invest. But unknown to him at the time he was dealing with fraudsters.

Mr O made an initial payment of \$250 from an account he held with another financial firm, before making the following transactions from his Revolut account, which ultimately ended up in accounts that the fraudsters controlled. To facilitate these payments, Mr O transferred money to his Revolut account from other accounts he held, with different firms;

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|----|-------------------|--------|---------------------------------------|
| 1. | 18 August 2023 | £1,000 | card payment to cryptocurrency wallet |
| 2. | 21 August 2023 | £3,000 | card payment to cryptocurrency wallet |
| 3. | 8 September 2023 | £2,000 | faster payment |
| 4. | 12 September 2023 | £3,900 | card payment to cryptocurrency wallet |

Mr O realised he'd been scammed when he was asked to make increasingly large payments to enable him to make a withdrawal.

Mr O, through a representative, raised the matter with Revolut, but it didn't uphold Mr O's complaint. In summary this was because a chargeback claim was unsuccessful. Revolut added it considered its controls were proportionate and appropriate and that it wasn't liable for the loss as the fraudulent activity didn't occur on the Revolut account.

Unhappy with Revolut's response, Mr O brought his complaint to this service. One of our Investigator's looked into things and thought the complaint should be upheld in part. They felt the second payment warranted intervention as it was the second payment to a known crypto exchange in quick succession, so a crypto investment scam warning should have been provided. On balance they thought this would have revealed the scam to Mr O and prevented further payments from being made. But they felt Mr O should share liability for the loss so recommended a 50% reimbursement from payment 2 onwards, plus 8% simple interest.

Mr O accepted our Investigator's opinion, but Revolut did not. In summary, it maintained that the activity on Mr O's account was not out of character, and that it does not have an obligation to prevent fraud and scams. Revolut also says that, in any case, these were 'self to self' transactions and Mr O's loss was from his cryptocurrency accounts, not from his Revolut account. So, it does not consider it should bear any responsibility for that loss.

As agreement couldn't be reached, the complaint has been passed to me for a 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.

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 O 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*".

So Revolut was required by the implied terms of its contract with Mr O and the Payment Services Regulations to carry out their instructions promptly, except in the circumstances expressly set out in its contract, which included where regulatory requirements meant it needed to carry out further checks.

I am satisfied that, to comply with regulatory requirements (including the Financial Conduct Authority's "Consumer Duty", which requires financial services firms to act to deliver good outcomes for their customers) Revolut should in August 2023 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.

So, Revolut's standard contractual terms produced a result that limited the situations where it could delay or refuse a payment – so far as is relevant to this complaint – to those where applicable regulations demanded that it do so, or that it make further checks before

proceeding with the payment. In those cases, it became obliged to refuse or delay the payment. And, I'm satisfied that those regulatory requirements included adhering to the FCA's Consumer Duty.

The Consumer Duty – as I explain below – requires firms to act to deliver good outcomes for consumers.

Whilst the Consumer Duty does not mean that customers will always be protected from bad outcomes, Revolut was required to act to avoid foreseeable harm by, for example, operating adequate systems to detect and prevent fraud. The Consumer Duty is therefore an example of a regulatory requirement that could, by virtue of the express terms of the contract and depending on the circumstances, oblige Revolut to refuse or delay a payment notwithstanding the starting position at law described in *Philipp*.

I have taken both the starting position at law and the express terms of Revolut's contract into account when deciding what is fair and reasonable. I am also mindful that in practice, whilst its terms and conditions referred to both refusal and delay, the card payment system rules meant that Revolut could not in practice delay a card payment, it could only decline ('refuse') the payment.

But 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 August 2023 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 EMIs like Revolut do 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.

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/

For example, it is my understanding that in August 2023, 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:

- 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 *“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 Code², 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).
- Since 31 July 2023, under the FCA’s Consumer Duty³, 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”*⁴.
- Revolut should also have been aware of the increase in multi-stage fraud, particularly

² BSI: PAS 17271: 2017” Protecting customers from financial harm as result of fraud or financial abuse”

³ 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.

⁴ The Consumer Duty Finalised Guidance FG 22/5 (Paragraph 5.23)

involving cryptocurrency⁵ 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).

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 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 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;
- 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 August 2023, Revolut should in any event have taken these steps.

Should Revolut have recognised that Mr O was at risk of financial harm from fraud?

⁵ Keeping abreast of changes in fraudulent practices and responding to these is recognised as key in the battle against financial crime: see, for example, paragraph 4.5 of the BSI Code and PRIN 2A.2.10(4)G.

I'm aware that cryptocurrency exchanges generally stipulate that the card used to purchase cryptocurrency at its exchange must be held in the name of the account holder, as must the account used to receive cash payments from the exchange. Revolut would likely have been aware of this fact too. So, it could have reasonably assumed that payments 1,2 and 4 would be credited to a cryptocurrency wallet held in Mr O's name.

By August 2023, when these transactions first took place, firms like Revolut had been aware of the risk of multi-stage scams involving cryptocurrency for some time. Scams involving cryptocurrency have increased over time. The FCA and Action Fraud published warnings about cryptocurrency scams in mid-2018 and figures published by the latter show that losses suffered to cryptocurrency scams have continued to increase since. They reached record levels in 2022. During that time, cryptocurrency was typically allowed to be purchased through many high street banks with few restrictions.

By the end of 2022, however, many of the high street banks had taken steps to either limit their customer's ability to purchase cryptocurrency using their bank accounts or increase friction in relation to cryptocurrency related payments, owing to the elevated risk associated with such transactions. And by August 2023, when these payments took place, further restrictions were in place. This left a smaller number of payment service providers, including Revolut, that allowed customers to use their accounts to purchase cryptocurrency with few restrictions. These restrictions – and the reasons for them – would have been well known across the industry.

I recognise that, as a result of the actions of other payment service providers, many customers who wish to purchase cryptocurrency for legitimate purposes will be more likely to use the services of an EMI, such as Revolut. And I'm also mindful that a significant majority of cryptocurrency purchases made using a Revolut account will be legitimate and not related to any kind of fraud (as Revolut has told our service). However, our service has also seen numerous examples of consumers being directed by fraudsters to use Revolut accounts in order to facilitate the movement of the victim's money from their high street bank account to a cryptocurrency provider, a fact that Revolut is aware of.

So, taking into account all of the above I am satisfied that by the end of 2022, prior to the payments Mr O made from August 2023, Revolut ought fairly and reasonably to have recognised that its customers could be at an increased risk of fraud when using its services to purchase cryptocurrency, notwithstanding that the payment would often be made to a cryptocurrency wallet in the consumer's own name.

To be clear, I'm not suggesting as Revolut argues that, as a general principle (under the Consumer Duty or otherwise), Revolut should have more concern about payments being made to a customer's own account than those which are being made to third party payees. As I've set out in some detail above, it is the specific risk associated with cryptocurrency in August 2023 that, in some circumstances, should have caused Revolut to consider transactions to cryptocurrency providers as carrying an increased risk of fraud and the associated harm.

In those circumstances, as a matter of what I consider to have been fair and reasonable, good practice and to comply with regulatory requirements (including the Consumer Duty), Revolut should have had appropriate systems for making checks and delivering warnings before it processed such payments. And as I have explained Revolut was also required by the terms of its contract to refuse or delay payments where regulatory requirements meant it needed to carry out further checks.

Taking all of the above into account, and in light of the increase in multi-stage fraud, particularly involving crypto, I don't think the fact payments in this case were going to an

account held in Mr O's own name should have led Revolut to believe there wasn't a risk of fraud. So, I've gone on to consider, taking into account what Revolut knew about the payments, at what point, if any, they ought to have identified that Mr O might be at a heightened risk of fraud that merited its intervention.

Having considered the activity on the account, I agree with the Investigator's conclusions that Revolut ought to have had concerns at the point Mr O was attempting to make the second payment. This was the second payment, within a short space of time, for an increasing amount and I find that the value of the payment, alongside the fact that it was being made to a third-party cryptocurrency exchange, was significant enough to necessitate Revolut taking some steps to warn Mr O. I'm persuaded it's also reasonable to say that this was out of character, given the account had been open for some time but used infrequently – so this sudden uplift in activity and the other factors I've mentioned ought to have given Revolut reason to have some concern.

What did Revolut do to warn Mr O?

From what I've seen there isn't any evidence to show that any warnings were provided by Revolut. But rather, the only steps taken were part of the 3DS authentication process.

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 these circumstances. 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.

Taking that into account, I think Revolut ought, when Mr O attempted to make the second payment, knowing (or strongly suspecting) that the payment was going to a cryptocurrency provider, 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. I think that such a warning should have addressed the key risks and features of the most common cryptocurrency scams – cryptocurrency investment scams.

I think it 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 online portals 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 O by covering the key features of scams affecting many customers but not imposing a level of friction disproportionate to the risk the payment presented.

If Revolut had provided a warning of the type described, would that have prevented the losses Mr O suffered from the second payment?

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 key hallmarks of common cryptocurrency investment scams present in the circumstances of Mr O's payments, such as being contacted out of the blue, being assisted

by a broker/account manager, making an initial small deposit and seeing profit and then making frequent payments of increasing value.

There's no evidence to suggest Mr O was asked, or agreed to, disregard any warning provided by Revolut. And I note that I've also seen no evidence that Mr O was provided with warnings by the firms from which the funds used for the scam appear to have originated.

On the balance of probabilities, if Revolut had provided him with an impactful warning that gave details about cryptocurrency investment scams and how he could protect himself from the risk of fraud, I believe it would have resonated with him. He could have paused and looked more closely into the broker before proceeding, as well as making further enquiries into cryptocurrency scams and the company with which he was dealing. I'm satisfied that a timely warning to Mr O from Revolut would very likely have caused him to do so, revealing the scam and preventing his subsequent losses.

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

In reaching my decision about what is fair and reasonable, I have taken into account that payment 2 would seem to have been made to an account in Mr O's own name (before going to accounts controlled by the fraudsters) and that, at the point the funds left his Revolut account, he hadn't experienced any financial loss. But as I've set out in some detail above, I think that Revolut still should have recognised that he might have been at risk of financial harm from fraud when he made that payment, and in those circumstances, it should have provided a tailored warning.

If it had taken those steps, I am satisfied it would have prevented the loss Mr O suffered from payment two. The fact that the money used to fund the scam came from elsewhere and wasn't lost at the point it was transferred to his own account does not alter that fact and I think Revolut can fairly be held responsible for his 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 O 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 he could instead, or in addition, have sought to complain against those firms. But he's not chosen to do that and ultimately, I cannot compel him to. In those circumstances, I can only make an award against Revolut.

I'm also not persuaded it would be fair to reduce his compensation in circumstances where: he has only complained about one respondent from which he is entitled to recover his losses in full; has not complained against the other firm (and so is unlikely to recover any amounts apportioned to that firm); and where it is appropriate to hold a business such as Revolut responsible (that could have prevented the loss and is responsible for failing to do so). That isn't, to my mind, wrong in law or irrational but reflects the facts of the case and my view of the fair and reasonable position.

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 O's loss from payment two (subject to a deduction for his own contribution which I will consider below).

Revolut has addressed an Administrative Court judgment, which was referred to in a decision on a separate complaint. As I have not referred to or relied on that judgment in reaching my conclusion in relation to the losses for which I consider it fair and reasonable to hold Revolut responsible, I do not intend to comment on it. I note that Revolut says that it

has not asked me to analyse how damages would be apportioned in a hypothetical civil action. Rather, it is asking me to consider all the facts of the case before me when considering what is fair and reasonable, including the role of all the other financial institutions involved, which I have done.

Revolut has also argued in submissions to our service that we are applying the provisions of the CRM Code to complaints against it, despite it not being a signatory and in circumstances where the CRM Code would not, in any case, apply. I do not seek to treat Revolut as if it were a signatory to the CRM Code. I've explained in some detail the basis on which I think, fairly and reasonably, Revolut ought to have identified that Mr O was at risk of financial harm from fraud and taken further steps before payment two debited his account.

Should Mr O bear any responsibility for their losses?

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.

Mr O has already accepted the Investigator's opinion that any refund provided should be reduced to account for his own actions as part of the scam and as I agree with this point, I won't dwell on it, except to say that I think there were a number of things that ought to have led Mr O to proceed with more caution than he did.

From what Mr O has told us, he doesn't seem to have done any other independent checks of his own. Alongside this it doesn't appear that he was provided, nor did he ask for, any documentation, such as a contract – setting out the terms of any investment arrangement between the two parties.

As well as this, Mr O doesn't seem to have been provided, or hasn't been able to provide this service with any clear detail around what expectations the fraudster had given around what returns may be achieved. So, it's not clear to me what returns Mr O was promised from the outset. But, given how much he was persuaded to invest and the substantial amount he has initially paid to try and withdraw money, it seems more likely than not the returns and profits would have been implausible, to the point of being too good to be true.

Which I'm persuaded is supported by the evidence Mr O has provided, which suggests he was led to believe, ahead of the final payment he made, that he had a holding of nearly \$18,000 against an investment, at that time, of less than a third of that value. But I can't see that Mr O questioned how such high levels of returns could be realised so quickly. Rather he seems to have taken things at face value.

I might understand how in isolation any one of these things may not have prevented Mr O from proceeding. But when taken collectively I think, there were sufficient red flags here that reasonably ought to have led Mr O to have acted far more cautiously than he did, especially so given the large sums he was willing to commit to the investment.

So, I think Mr O did have a role to play in what happened and I think that the amount Revolut should pay to him in compensation should fairly and reasonably be reduced to reflect that role. I think that a fair deduction is 50%.

Recovery

For completeness, I'll address recovery. After these payments were made, because they were debit card payments, the only potential avenue to recover them would have been through the chargeback scheme. However, Mr O didn't make the debit card payments to the scammer. Instead, he made them to a legitimate crypto exchange, which would have

provided the services intended. So Revolut could only have brought chargeback claims against the crypto exchange (and not the scammers) and, as transpired, these wouldn't have succeeded given the circumstances.

I've also thought whether there was any opportunity for Revolut to recover the money from the transfer Mr O made, but I don't think there was. From what Mr O has said, it seems this payment was made to an individual for the purchase of cryptocurrency (rather than directly to a cryptocurrency wallet), and then forwarded on to the fraudsters from the crypto exchanges to which they were sent. So there would then be no money to recover.

Putting things right

For the reasons explained, I uphold this complaint in part and now ask Revolut Ltd to:

- refund Mr O £4,450 (being 50% of the sum of the payments, from payment 2).
- pay interest on this amount calculated at 8% simple per year from the date of loss to the date of settlement (if Revolut Ltd deducts tax from this interest, it should provide Mr O with the appropriate tax deduction certificate).

My final decision

For the reasons given above my final decision is that I uphold this complaint in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 10 April 2025.

Stephen Wise
Ombudsman