

The complaint

Mr P complains that Revolut Ltd permitted payments to gambling platforms despite the warning signs of his gambling addiction and its duty to help vulnerable customers.

Mr P doesn't feel he was adequately protected by Revolut from financial distress, and he wants it to pay him compensation for allowing the transactions when clearly for gambling.

What happened

Mr P contacted us with a complaint about Revolut and we referred it to them. He said the actions of financial businesses including Revolut left him over £200,000 in debt. Revolut said the transactions Mr P had reported caused him a total loss of £53,942 and over 6,000 euros.

Mr P said gambling was a long-standing struggle. He used GB-regulated operators where responsible gambling controls were in place. He self-excluded from gambling in November 2023. The self-exclusion site states, *'You will be excluded from gambling with all online gambling companies licensed in Great Britain'* and lists those companies. But Mr P said this led him to use of unlicensed gambling sites, which operate illegally in this country.

Mr P's Revolut account was dormant until November 2023 when he used it for gambling. He said this was with stolen money, which he is paying back by instalments. He said Revolut never asked him where the money came from though it warned him of a scam on a deposit he made *'when under the influence'*. He told Revolut he was gambling, and it went through. Mr P also pointed out he had put a block on gambling transactions on his Revolut account.

Revolut said it contacted Mr P in August 2024 to get details of a fraud report he'd submitted, and again in December when he didn't respond further. Revolut said the transfer was made intentionally by Mr P and it can't prevent this and it could not uphold his complaint. It said Mr P could take this issue up as a civil dispute with the beneficiary. Revolut explained that the gambling block only works for card payments, not transfers as Mr P had carried out.

Mr P wasn't satisfied with this response. He said Revolut failed to recognise his financial vulnerability and stop him gambling, despite his account having a gambling block in place.

Our investigator said Mr P put a gambling block on his debit card, but then made open banking payments claimed directly by the gambling websites. And he made transfers between banks which wouldn't identify as gambling, and so the block wouldn't have stopped payments. The investigator said this would also be the case for transfers to Revolut, which wouldn't identify as gambling. He said Revolut hadn't made an error and isn't responsible for Mr P's issues with gambling and he didn't recommend the complaint be upheld.

Mr P wasn't satisfied with this and requested an ombudsman review his complaint. He said there are serious failings in how Revolut handled his case — particularly its failure to follow its duty of care and fraud procedures. Mr P said Revolut flagged a potentially fraudulent transaction, promised to act and then did nothing, and ignored clear signs of addiction and distress allowing tens of thousands of pounds to leave a dormant account with no income.

Mr P said his account showed a clear and documented pattern of harm, with over £54,000 deposited from November 2023 to July 2024 to offshore gambling operators. Mr P said he had *'a gambling block activated, which only applied to cards — yet I was permitted to make unchecked bank transfers to these same merchants'*. He said Revolut's affordability or risk monitoring tools were either disabled or ignored more than 30 transactions on some days.

Mr P said his mental health was in crisis at this time and provided some medical evidence of his gambling addiction, and other health and social problems. He said that our service has previously upheld complaints where firms failed to intervene despite recognising vulnerability, and his case meets all of those criteria.

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 was sorry to learn about Mr P's gambling addiction and the mental and physical health conditions he has described to us. Mr P says that Revolut failed to recognise his financial vulnerability and allowed extreme gambling losses. I can see from the information Mr P has provided that he has received professional help for his health problems and addictions, and I hope he continues to receive the help he needs.

Mr P said despite having no income, and having stolen money, Revolut allowed him to gamble without intervening as required under its duty of care. Mr P said that had Revolut raised a concern or blocked gambling payments, it could have stopped his gambling. I have looked at the available evidence to decide if Revolut should have done more to protect Mr P from the harmful effects of his gambling.

Mr P said his Revolut account was dormant until November 2023 and he then used it for gambling transactions. This is borne out by the account statements and appears to coincide with when Mr P self-excluded from gambling. It may be that Mr P started using the account again to enable him to keep gambling – this time with foreign and non-GB regulated gambling operators.

Mr P said Revolut flagged his first payment to an unlicensed gambling operator in November 2023 as a potential scam, but never followed it up and he then lost over £54,000 to the same operator. He said this breached Revolut's own internal safeguards and is inconsistent with Financial Conduct Authority's expectations to protect vulnerable customers.

I have looked at the 'Chat' records of Revolut's online conversations with Mr P. The transaction in question actually took place in August 2024, nine months after Mr P began using the account for gambling. Revolut has shown that it asked Mr P for specific information about the transaction that he had raised via his app in August and followed this up in December 2024. But it couldn't act on the dispute as Mr P didn't return a police report.

Mr P said he was allowed to bypass the restriction imposed by Revolut on the transaction in question by confirming it manually in-app. By verifying and re-making the payment, I think Revolut was entitled to consider that Mr P had authorised the transaction and so was no longer concerned about it as a potential scam. And so, I haven't seen any reason for Revolut to have been alerted to these transactions as potentially fraudulent.

At the time, Mr P said from the online conversation with Revolut there were clear signs of addiction and vulnerability, but no warning was given. However, the text record simply shows Mr P described himself as *'a gambler'*. This is some way short of Mr P's description of his comments as *'explicit disclosures of addiction'*. Mr P said Revolut's intervention could have

prevented further losses, but some months earlier Mr P had self-excluded from gambling, and so he must have been aware of the harmful potential of excessive gambling.

Revolut confirmed that Mr P had blocked gambling transactions by debit card, but the transactions he had highlighted were processed as bank transfers. Mr P said there was no effective safeguards in place. Revolut said the banking system can only detect those by card as gambling websites use a merchant code which would trigger a block placed on the card. Revolut has set this information out within articles on its website entitled '*Gambling Block*' and '*How can I control my gambling*'.

Mr P accepts that payment processors can only detect and stop gambling transactions via card usage. Revolut explained that Mr P's payments weren't blocked as the funds were sent directly from one account to another. This means the transaction doesn't pass through a check of the beneficiary against a block. None of Mr P's transactions were by debit card and they are not identifiable as gambling on his Revolut account statements. Revolut can't prevent payments being claimed from gambling websites via open banking and so I can't hold Revolut responsible for the payments Mr P authorised to unregulated gambling operators.

Mr P has referred to the duty of care on financially regulated businesses to assist customers with vulnerabilities. Businesses do not generally monitor accounts or have a mechanism to spot gambling activity. This means a business is most likely to be alerted to a gambling problem by the customer reaching out for help. Businesses are expected to intervene where there's evidence of compulsive spending by a vulnerable customer, but Revolut wasn't aware of Mr P's vulnerability as Mr P has said he didn't highlight his gambling problem until he raised the present complaint.

In other instances, a business may become aware of a customer having a gambling problem if it is alerted because the pattern of spending has triggered fraud detection algorithms or there are signs of financial difficulty. In these situations, businesses are required to intervene. I have looked closely at Revolut's handling of the account to see if there is anything that ought reasonably to have triggered intervention about Mr P's gambling transactions.

Mr P has pointed out that his salary stopped being added to the account by April 2023 and he thinks Revolut should have been aware he was spending compulsively on gambling. However, Mr P's account was maintained in credit by funding from Mr P and other sources and Revolut may well have regarded this as the normal conduct of his account. Revolut had no reason to know that Mr P was funding the account with stolen money.

It isn't Revolut's responsibility to tell customers what to spend their money on, and ultimately Mr P is entitled to spend as he sees fit. A business is required by the Payment Services Regulations and the terms and conditions of the account to facilitate legitimate payments authorised by the account holder. As a consequence, there remains a high level of personal responsibility on the consumer to take action to protect themselves from the harmful effects of their gambling. Sadly, having self-excluded from all GB gambling operators in November 2023, Mr P circumvented this by use of gambling operators unlicensed in Britain. So far as Mr P's gambling is concerned, he was making decisions about his own money, and I have found no reason to make Revolut responsible for his losses.

In conclusion, I can understand Mr P's concerns about his gambling and the impact on his finances and health, but Mr P's transactions wouldn't identify as gambling to alert Revolut's systems to activate a block. I haven't found that Revolut acted outside of the requirements on businesses to help vulnerable customers or treated him unfairly. I hope Mr P continues to get the help he needs to tackle his gambling addiction and health problems.

Our service investigates the merits of complaints on an individual basis and that is what I've done here. I think it's important to explain that my decision is final. I realise that Mr P will be very disappointed by this outcome though I hope he appreciates the reasons why it had to be this way. By rejecting this decision all options remain open to him, including the court action he has mentioned.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 August 2025.

Andrew Fraser
Ombudsman