

The complaint

Mr A complains that Revolut Ltd unfairly closed his account and recorded a Credit Industry Fraud Avoidance System (CIFAS) marker against his name.

What happened

In June 2023, after receiving an unexpected payment of £1,000, Revolut closed Mr A's account and recorded a CIFAS marker against him. After receiving the payment, Mr A transferred £100 to a third-party account and the remainder was transferred via an international money transfer service.

After Mr A complained, Revolut reviewed its decision and decided to stand by its actions. The firm said that it had acted in line with its terms and conditions. Remaining unhappy, Mr A referred his complaint to this service. He wants Revolut to remove the marker, issue an apology and pay him compensation. Mr A submits the following:

- The funds paid into his account were from an unknown third-party and the payment was initiated by an associate (who I'll refer to as "B") he lived with at the time. He says the payment was unexpected and he was confused by its receipt.
- B advised that his own account wasn't working and then asked Mr A to convert and transfer £900 in Naira, with the rest being paid to a mutual associate. Mr A says he's transacted with both associates before and often purchased goods from B. He also says he used to send funds to B as they used to share rental payments.
- Mr A says he wasn't complicit in fraud and didn't benefit from the funds. He's provided copies of messages with B that he says demonstrates he didn't expect the payment and was confused by its receipt.
- He's provided a voice recording and a written statement from B, suggesting that B takes full responsibility for the transaction.

Mr A says the marker has caused him difficulty obtaining an account elsewhere and has affected his employment prospects. He says he's unable to take out credit and obtain rental accommodation. Mr A says his reputation has been damaged too.

One of our investigators issued their outcome, explaining that they felt Revolut had acted fairly. The investigator reviewed the information Mr A submitted but didn't feel it was enough to evidence Mr A's position. Mr A remains unhappy and asked for a final decision, so the complaint has been 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'd like to start by saying that I've considered all the arguments and evidence provided by

both parties, but in this decision, I'll be referring to and focusing on what I consider to be the main points. No discourtesy is intended by this. We aim for our decisions to be as concise as possible.

I empathise with Mr A given the difficulties he says he's experienced as a result of the marker. So I appreciate he'll be disappointed to hear that I'm not upholding this complaint. I'll explain why.

To record a marker, CIFAS' standard of proof must be met. This requires Revolut to have had reasonable grounds to believe that a fraud or financial crime had been committed or attempted. In summary, Revolut couldn't apply a CIFAS marker based only on suspicion without supporting information and evidence.

But there is a difference between what is required for a firm to record a CIFAS marker and the standard of proof required to convict someone of fraud or another financial crime. The information and evidence do not need to establish Mr A was guilty of fraud beyond reasonable doubt. Nor does Revolut need to have contacted the police to report Mr A's conduct.

I've reviewed the submissions provided by both Mr A and Revolut. Based on what I've seen, I'm persuaded that Revolut's decision to record the marker against Mr A is fair. Mr A would understandably want to know what the evidence is that I've relied upon. But after considering the nature of the information Revolut has provided, I've decided to accept it confidence, which is a power afforded to me under DISP 3.5.9 R. So I won't be sharing this information with Mr A.

Mr A has gone to some length to prove his position – in that the payment was unexpected, that he didn't benefit from the funds and that B has taken responsibility for the transactions. Mr A says it's clear from the messages he sent that he was confused when he received the payment. That may indeed be the case, but this doesn't explain why he went on to move the funds in the way that he did, solely based on instructions from B.

Mr A says that B advised their own account wasn't working. But if these were genuine funds B was due to receive, then I'd have expected B to ask Mr A to hold on to the funds if B's account wasn't working, withdraw the funds on B's behalf or transfer to another UK account that B held (which Mr A has mentioned existed). It doesn't seem plausible that B would ask Mr A to convert and transfer legitimate funds outside of the UK – particularly given Mr A says they lived together at the time. To me, this suggests an attempt to conceal the funds – albeit something that was likely driven by B's instruction.

The written statement from B that Mr A sent to us suggests B originally tried to receive the £1,000 payment but this was reversed. Given Mr A says he regularly transacted with B, I can't see why a payment from Mr A would've then failed. Instead, Mr A says he was asked to send the funds via an international transfer, which doesn't seem plausible to me given a transfer to a UK account would've been simpler. Although it seems Mr A did question the purpose of the payment, I would've reasonably expected him to pose more questions before moving the funds elsewhere. And, once Mr A says he realised the payment may not be legitimate, I can't see that he made any enquiries into recalling the funds, nor can I see that he contacted Revolut to explain what had happened.

Mr A has sent us a voice recording and a signed witness statement that he says is from B. However, I'm unable to place much weight on these given there's no means of verifying that these submissions are indeed from B. I've kept in mind the information in these submissions, but the comments from B haven't been substantiated, nor do I find these submissions to be

consistent with the confidential evidence Revolut has provided. So I'm not persuaded that what Mr A has provided is credible evidence that he was an unwitting party to fraud.

Turning to Revolut's decision to close Mr A's account. As our investigator pointed out, one of the requirements of a CIFAS loading is that the account in question be closed. Moreover, it's generally for financial institutions to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Each financial institution has its own criteria and risk assessment for deciding whether to open or close accounts.

Providing an account to a customer is a commercial decision that a financial institution is entitled to take. Unless there's a good reason to do so, this service won't usually say that a bank must keep a customer. However, a firm should still make sure it hasn't exercised its discretion for plainly unfair reasons, or that it was due to a mistake, and it should still comply with its terms and conditions. Revolut's terms explain that it can close an account immediately in these circumstances, so I'm satisfied it acted fairly.

I realise that the marker has caused Mr A some difficulties. But, for the reasons I've already explained, I don't see fair cause to ask Revolut to remove the marker or carry out any further action in relation to this complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 October 2025.

Abdul Ali
Ombudsman