

The complaint

Mr A complains Revolut Ltd unfairly closed his account and applied a Credit Industry Fraud Avoidance System ('CIFAS'- the UK's fraud alert service) marker against his name.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr A held a Revolut account. The account received in two payments – one for £150 and one for £30. Revolut reached out to Mr A via its chat function to ask for details regarding the incoming payments and his entitlement to them. Mr A explained the funds were the repayment of funds lent to a third party who I will refer to as S. Mr A said he had no messages as he deleted them, but he provided screen prints from his telegram app. Revolut didn't accept this as sufficient evidence, and Mr A then stated the funds were for the provision of services. Limited evidence was provided to support this, and Mr A then stated the payments were linked to an employment scam he had fallen victim to.

Revolut didn't find Mr A's version of events plausible. On 29 July 2025 Revolut informed Mr A that it would be closing his account on 27 September 2025. Mr A contacted Revolut multiple times between July and August 2025 to query the closure decision. Revolut explained the closure was carried out in line with the account terms and legal and regulatory requirements. Revolut also loaded a CIFAS marker against Mr A for '*misuse of facility*'.

Mr A raised a complaint regarding the application of a CIFAS marker by Revolut and its decision to close his account. Mr A said the marker was affecting his ability to open accounts elsewhere and he was the victim and the evidential requirements under CIFAS had not been met. Revolut explained it had carefully considered Mr A's case, and it was satisfied the marker had been fairly loaded and it was unable to remove the marker.

Unhappy with the response, Mr A referred his complaint to our service. An Investigator looked into Mr A's complaint and gathered the relevant evidence. The Investigator didn't think the complaint should be upheld. The Investigator explained this was because:

- The loading of a CIFAS marker was fair, and Revolut had provided evidence to show the standard of proof had been met.
- Mr A's testimony and evidence wasn't sufficient in explaining the account activity and his entitlement to the funds.

Mr A didn't accept the Investigator's findings and maintained he had been treated unfairly. Mr A stated Revolut failed to warn Mr A or give him an opportunity to clarify matters before loading the marker. Mr A detailed the impact the marker was having on him and explained it would be damaging to his prospects and reputation as it would be in place for many years. Mr A reiterated the marker was having a negative impact on his ability to access financial services and overall well-being. To put things right Mr A asked for the marker to be removed and compensation.

As no agreement could be reached the complaint was referred to me – an ombudsman – for a final 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.

I appreciate Mr A was disappointed by the Investigator's opinion. I'd like to reassure Mr A that I've considered the whole file and what's he's said. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach.

Account restriction and closure

As a UK financial business, Revolut is strictly regulated and must take certain actions in order to meet its legal and regulatory obligations. It's also required to carry out ongoing monitoring of an existing business relationship. This includes establishing the purpose and intended nature of transactions as well as the origin of funds, and there may be penalties if they don't. That sometimes means Revolut needs to restrict, or in some cases go as far as closing, customers' accounts.

As Mr A is aware, incoming payments into the account were reported as fraudulent and this resulted in Revolut blocking the account and asking Mr A questions. Having carefully considered this, I'm satisfied Revolut blocked the account and then closed it in line with the obligations it must adhere to. In addition, Revolut is entitled to close an account just as a customer may close an account with it. But before Revolut closes an account, it must do so in a way, which complies with the terms and conditions of the account. Having reviewed the terms of the account held by Mr A, I'm satisfied Revolut's decision to close the account is in keeping with them and appropriate in the circumstances.

I know Mr A feels Revolut has acted unfairly given the lack of notice and information provided to him about the closure. Ultimately Mr A would like a detailed explanation as to why Revolut took these actions. But Revolut isn't under any obligation to provide further details to Mr A. The terms of Mr A's account allow Revolut to close her account immediately in specific circumstances and I'm satisfied the necessary requirements had been met in Mr A's case.

Mr A says Revolut's decision to close his account caused him distress and inconvenience. I do appreciate this matter would've caused Mr A some difficulty. However, as explained above, I am satisfied Revolut was acting in line with the account terms and its regulatory duties. So although I understand the closure caused inconvenience, I don't consider this to be exceptional in Mr A's case.

CIFAS marker

As part of its regulatory duties, businesses will use databases to share information. CIFAS is a fraud prevention agency, which has a large database on which information is recorded to protect financial businesses and their customers against fraud. When a bank is a member of CIFAS, it can record a marker against a customer when that customer has used their account fraudulently. This type of marker will stay on a customer's record for a specific period, depending on the customer's age and will usually make it difficult for that customer to take out new financial products. CIFAS forms an important part of the financial services

regulatory framework and is intended to assist in the detection and prevention of financial crime.

In order to file such a marker, Revolut is not required to prove beyond reasonable doubt that Mr A is guilty of a fraud or financial crime, but it must show that there are grounds more than mere suspicion or concern. CIFAS says:

- There must be reasonable grounds to believe that an identified fraud or financial crime has been committed or attempted; and
- The evidence must be clear, relevant and rigorous such that the member could confidently report the conduct of the subject to the police.

What this means is that Revolut will need strong evidence to show that Mr A has used the account to receive fraudulent funds. A CIFAS marker shouldn't be registered against a customer who has acted unwittingly – there must be evidence of a deliberate fraudulent action. The application of a CIFAS marker can have serious consequences for an individual, so this service expects business to carry out a thorough review of the available evidence.

My role is to establish if Revolut has sufficiently demonstrated it has met the burden of proof set out by CIFAS to load the marker against Mr A. Revolut has provided this service with details of the investigation it carried out following the fraud reports it received and Mr A's complaint. This included a detailed review of Mr A's account activity and testimony. At the time it loaded the marker against Mr A had provided some evidence – mainly that the funds were the repayment of funds he had lent to S. However, Mr A couldn't provide substantive evidence to support his testimony – such as clear messages and what the funds were lent for. Mr A then stated the funds were for the payment of services – but the details of what services were provided was unclear. Mr A eventually explained he helped S use a platform to earn money and a few screenshots were provided. Finally, Mr A stated that the funds were related to an employment scam he had fallen victim to, but no further evidence was provided.

The lack of supporting evidence to corroborate Mr A's comments means I think Revolut acted reasonably in loading the marker against Mr A based on the evidence it held. Mr A's testimony had also been both unclear and inconsistent in his dealings with Revolut, with various explanations provided, which didn't clearly show his entitlement to funds. Mr A says he wasn't given an opportunity to explain the activity and funds, but the evidence I've seen shows the contrary – Revolut provided Mr A with multiple opportunities to provide his version of events and supporting evidence.

When Mr A referred the complaint to this service, he said the funds were received into his account on behalf of another lady who I will call R and he had no interactions with the sender - S. Mr A stated that R had reached out to him to say he would receive a £150 reward. Mr A then said he did internet promotion work with R, but couldn't provide R's surname or the name of the company R worked for and what the job was that he did with R. Mr A said he provided copies of his passport to R but was unable to provide further evidence to show the contact between himself and R.

Mr A was asked to provide evidence to support this premise – such as the instructions he received, the contact between him and R, and an explanation about the movement of funds. Mr A provided some information – including screenshots of partial messages, but these didn't show the details Mr A had provided and the information was patchy and unclear. The Investigator didn't find this evidence persuasive, and I am also not persuaded the evidence supports Mr A's position that he was entitled to the funds that entered his account. Overall, I find Mr A's version of events vague and inconsistent, and although he has been given

multiple opportunities to provide clear supporting evidence, this has been limited and unpersuasive.

Mr A's comments and the supporting evidence don't allay the concerns regarding fraud and clearly show he is entitled to the funds. My review of this information, alongside the submissions made by Revolut to this service has led me to the same view reached by the Investigator. The evidence available equates to more than mere suspicion or concern of fraudulent activity. After reviewing all the available evidence, I find that the marker was loaded fairly. It also follows that Revolut's decision to close Mr A's account was fair and in keeping with the account terms and conditions.

Mr A has also queried Revolut's decision to withhold £78 from him. When Revolut received the fraud claim it froze Mr A's account and conducted its review. As the funds that entered the account were linked to fraudulent activity and it had received notification of this, Revolut was obligated to return to sender any funds that remained in the account. This forms part of its regulatory duties, and I consider this action to be appropriate in light of the concerns it held about the funds and Mr A's activity.

I appreciate Mr A will be disappointed with my decision, I hope it provides some clarity around why I won't be asking Revolut to take any further action.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 April 2026.

Chandni Green
Ombudsman