

The complaint

Mr Z complains that Revolut Ltd failed to support or protect him from clear and escalating signs of problem gambling that appeared in his account between 1 January 2024 and 14 November 2024.

What happened

In January 2024, Mr Z had an exchange with Revolut through its online chat concerning a payment of £250 which he wanted to make. At that stage he said he wanted to use the payment for gambling and purchasing cryptocurrency. I understand he then made the payment by a different method, through an online payment processor.

In July 2025, a CMC contacted Revolut on Mr Z's behalf. It alleged that Revolut had failed in its duty of care by not identifying, monitoring, or intervening in Mr Z's excessive and clearly unaffordable gambling during the above period.

In particular it alleged that there were signs of financial hardship from Mr Z's account with the account going down to nearly zero or into overdraft. And patterns of excessive payments to one or two particular merchants, and evidence of payments going to loan companies. It said that Mr Z was clearly paying out far more than his disposable income on gambling.

Revolut in its final response said that it couldn't be held liable for not blocking the transactions as they were carried out when there was no gambling block. And as Mr Z never expressed his concern regarding such payments, a refund would not be possible.

On referral to the Financial Ombudsman Service, our Investigator didn't think it would be fair or reasonable to ask Revolut to refund Mr Z's gambling losses, pay statutory interest, or provide compensation.

Mr Z didn't agree and said that the Investigator's findings contained material errors in the application of FCA rules, Consumer Duty, and established Ombudsman principles, and they failed to properly weigh the available evidence.

The matter has been passed to me for an Ombudsman's consideration.

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.

As I'm required to do, I've had the Consumer Duty in mind when considering Mr Z's complaint, along with relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

Mr Z has raised a number of points and although I may not mention every point raised, I've considered everything he has said. Though my decision focuses on the issues at the heart of

the complaint and key to my findings. I don't intend any discourtesy by this. It just reflects the informal nature of our service.

The presence of gambling doesn't automatically mean that someone is vulnerable or compulsively spending. It could be an indication of vulnerability, but it wouldn't be suitable or reasonable for Revolut to assume that Mr Z needed additional support just because gambling transactions were being made.

Banks and Financial Institutions do need to have systems in place to identify whether their customers are having problems managing their spending. It is however important to note that bank accounts are not manually reviewed. So, in order for Revolut to know that Mr Z might be having a problem it would need to be alerted to identify unusual spending on the account. In the absence of Mr Z telling Revolut this could be:

- The transactions themselves being identified as possibly fraudulent.
- Having financial problems e.g. if the account is frequently overdrawn or over the limit. Or he had applied for loans or credit from Revolut.
- Unusual and/ or out of character account activity.

Referring in particular to the online chat in January 2024, I do note that Mr Z told Revolut that he wanted to make the payment in order to purchase cryptocurrency and gambling. He didn't suggest that he was in any difficulties and particularly said, that the payment wasn't related to a scam. This was despite the agent's advice of this possibility. At that stage there were very few transactions which could possibly have been identified as gambling, so even if it had been alerted to review his account, I don't think that Revolut would have been able to note any gambling problems.

With regard to Mr Z's financial problems, I think it's important to note that the account wasn't run as a regular current account in that it didn't have any transactions on it, apart from some food purchases, that would be regular monthly spending. Also the income on the account was transferred from other accounts. I'm advised that Revolut wasn't aware of Mr Z's monthly income until it was told of this by the CMC.

With regard to the way the account was run, I've noted that during the period in question the account went overdrawn by a small amount (less than £5) three times, in May, August and September, each time due to the monthly fee being taken out of the account. For the latter two overdrawn balances the account was brought back into credit almost immediately. And for the May balance, within a couple of weeks, and I've not seen any penalty interest added to the account because of this. The statements I've seen go back to March 2020 and the accounts only went slightly overdrawn a couple of times before 2024.

I am inclined to think that because of the very small amounts and Mr Z's history these overdrawn balances would not have alerted any concern with spending.

I don't believe that Mr Z had any loans or credit directly with Revolut. Whilst I've noted that he did have loan payments going out of the account to other companies, again these wouldn't have been identified unless they had made the account go overdrawn.

The pattern of spending on the account does show that Mr Z didn't keep large balances on the account and that mostly it went down each month to under £100. But this appears to have been the same pattern over the years, so I can't see that the account showed any different or unusual spending patterns during 2024. This is of course bearing in mind that the gambling transactions themselves wouldn't have been flagged by Revolut's system.

I note that Mr Z put the gambling block on his account from around July 2025. I believe that a lot of the gambling transactions in 2025 would not have been blocked, due to these being direct transfers to a payment processor or a finance company rather than to a gambling company. Though Revolut has advised that some of the payments (to licensed UK companies) would have been successfully blocked.

I appreciate that suffering from a gambling addiction would have made it harder for Mr Z to admit that he had a problem. However in light of my findings I don't think that firstly Revolut could have been alerted to that problem without being specifically told. And that if it had, I don't think it's likely that Mr Z would have taken steps to put the block on or to control his spending. I say this in particular when considering his response to the payment that was initially blocked in January 2024.

Following the CMC's alerting Revolut of Mr Z's problem I do think that it provided the necessary information for Mr Z to access the necessary support, and that it gave him full information about what the gambling block would (and wouldn't) do in his circumstances.

So regrettably although I fully appreciate how difficult this has been for Mr Z, I have considered what Revolut could and couldn't do under the various regulations and rules that apply to banks. I don't think it would have been reasonable to expect it to manually review the account and/or take action without Mr Z's consent and interaction with it.

My final decision

For the reasons set out above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 24 March 2026.

Ray Lawley
Ombudsman