

complaint

Mr Z complains about Revolut Limited's decision to suspend and then close his account.

background

Revolut told Mr Z in September and December 2018 that it did not permit cycling of funds in the way he was. It warned him his account would be suspended if he continued. He did, and in January 2109 Revolut suspended, and subsequently closed, his account.

Unhappy, Mr Z complained to Revolut but they didn't uphold his complaint. They referred him to sections 7.1, 7.2, 21.1 and 36.5 of their terms and conditions. Mr Z remained unhappy so brought the complaint to our service.

Our investigator didn't uphold Mr Z's complaint. He said Revolut had made Mr Z aware what it would do if he continued to cycle funds and he was satisfied it had followed its procedures correctly, and in line with the terms of the account.

Mr Z asked for an ombudsman to review his complaint. He said he has at all times complied with the terms and conditions, which don't say anything about cycling funds. So the complaint has been passed to me to review.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as the investigator for largely the same reasons.

Clause 21.1 that Revolut referred to is headed '*Suspending Your Use of the Revolut Services*' and states '*We reserve the right to change, suspend or discontinue any aspect of the Revolut Services at any time, including hours of operation or availability of the Revolut Services or any Revolut Services feature, without notice and without liability*'.

I think in this case it was reasonable of Revolut to rely on this clause to suspend Mr Z's account. By continuing to cycle money Mr Z wasn't co-operating with the request that had been made by Revolut concerning his account. It gave two clear and fair warnings before taking action. I consider this a reasonable approach and can find no grounds to tell it to re-open Mr Z's account as he wishes. I recognise how Mr Z feels about this but having looked at the evidence, I can't fairly say Revolut acted outside of their procedures when it closed Mr Z's account. And Revolut can choose who they provide banking services to, just as Mr Z gets to choose who he wants to bank with.

my final decision

My final decision is that I don't uphold Mr Z's complaint against Revolut Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 8 December 2019.

Rebecca Connelley
ombudsman