

## **The complaint**

Mr L complains that he was charged fees by Revolut Ltd (Revolut).

## **What happened**

On 1 February 2022, Revolut emailed Mr L to offer him a three-month free trial for their 'Premium' service. This had added benefits compared to Revolut's 'standard' package. On 2 May 2022, Revolut charged a fee of £6.99; and again, on 1 June 2022. On 2 May 2022, Mr L's account went overdrawn after the fees were debited. There were three declined transactions after that time.

Mr L complained. He said he wasn't aware that there would be fees to pay for the premium offer after it expired, and nor should there have been a card delivery fee. He said he hadn't signed a credit agreement and therefore he hadn't agreed to an overdraft. Because of the fees, some transactions were declined and he had to spend a lot of time contacting the beneficiaries. He said he'd spent 12 hours of his time sorting matters out and he should be paid £100 per hour.

Revolut said Mr L took the three-month trial on 1 February 2022 and hadn't cancelled Premium. The terms of the offer were sent to Mr L and said Premium subscription fees would apply after the trial period. Fees became payable on 2 May 2022. Revolut didn't uphold Mr L's complaint but refunded the two monthly fees of £6.99 as a goodwill gesture.

Mr L brought his complaint to us. Our investigator said Revolut acted reasonably. They'd acted within the terms and conditions of the trial offer. When the three-month trial ended, fees became payable. The terms and conditions also said a card delivery fee applied. He could see that Revolut had refunded the two monthly subscription fees, but he didn't uphold Mr L's complaint.

Mr L asked that an ombudsman look at his complaint, and so it has come to me to make 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 can see that Revolut emailed Mr L on 1 February 2022 with a three-month free trial of their 'Premium' package. This had several added features compared to the 'Standard' account. Mr L accepted the offer a few minutes after it arrived – at 18.26 on 1 February 2022.

It's important to understand how Revolut made the offer to Mr L and to ensure he accepted its terms. So - I looked at those aspects. The offer sent to Mr L clearly said *"Revolut Premium subscription fees will apply after the trial period"*.

I can also see that a link to the terms and conditions was sent to Mr L as part of the invitation. And these said *"You can pay your subscription fee in monthly instalments or pay the full subscription once a year. These fees are set out in our Fees page.... You can end your Plus, Premium or Metal subscription at any time (we call this a downgrade). However, you may have to pay a fee."* I accept that Mr L may not have clicked on the link to the terms and conditions – but I can't hold Revolut responsible if he didn't. And Revolut told us that their process is that a customer agrees to the terms and conditions by applying for the package through the app – which I think is reasonable.

Looking at the card fee charged – the terms and conditions also cover that as they say *"...If we sent a Plus Card or Premium Card to you, we'll charge you the delivery fee..."*

Mr L didn't cancel the Premium service within the three-month period, and so the fees became payable. Revolut didn't uphold Mr L's complaint, but they did refund the two monthly fees of £6.99 on 28 June 2022 – as a gesture of goodwill.

I also noticed that the card delivery fee of £4.99 was refunded at the same time – and Revolut confirmed to me that the card fee was also refunded as a gesture of goodwill.

So – Revolut refunded all the fees in question, which I think was a very reasonable thing to do.

Mr L went on to say that Revolut shouldn't have allowed an overdraft on his account. I can see that Revolut's terms and conditions say *"You cannot borrow money on your account (for example, make payments of more than the value of the money in it), although you may be able to benefit from one of our credit products. If your balance becomes negative (for example, because you do not have enough e-money to cover fees you owe us), you must top up your account immediately."* Therefore, while the terms do say that overdrafts aren't allowed, Revolut's terms say that an overdraft may be created by the monthly fees – which was the case here.

I appreciate that Mr L feels strongly about his complaint. He will therefore be disappointed by my decision. But I think Revolut acted reasonably and therefore I won't be asking them to do anymore here. **(continued)**

## **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 February 2023.

Martin Lord  
**Ombudsman**