

The complaint

A company, which I will call P, complains that Revolut Ltd will not agree to fully refund account fees after charging for an upgraded service that P says it didn't apply for.

Mr C, who is a director of P, brings the complaint on behalf of P via his representative.

What happened

In May 2024, P's business account was upgraded to a more expensive account offering enhanced features which cost £750 per month. As a result, £750 debited P's account in June, July, August and September 2024.

Following the September payment, Mr C contacted Revolut and asked why he'd been changed to the most expensive billing plan. Revolut said this had been '*...chosen on your end on May 28th*'.

Following some discussion, after Mr C said he '*..absolutely did not select this back in May*', Revolut agreed to refund half the fees incurred as a goodwill gesture. Revolut paid back £1,500 into P's account on 4 October 2024.

Mr C didn't feel this went far enough to resolve the complaint and brought P's complaint to us. Our investigator thought Revolut had acted fairly and hadn't been responsible for any error so he didn't recommend any further action.

P didn't agree with the investigator's view and asked for an ombudsman to review the complaint. P would like Revolut to refund a further £1,500 to reimburse it for all the fees taken before the account was downgraded in October 2024. So the matter comes to me to decide.

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've carried out an independent review, and I've reached the same conclusion as our investigator. I'll explain my approach and how I've reached my decision.

My findings are made on a balance of probabilities, in other words, what is more likely than not, based on the evidence provided by the parties. This means, to uphold this complaint there would have to be persuasive evidence that made it more likely than not that Revolut had done something wrong or acted unfairly or unreasonably. So that's the focus of my decision.

I must take into account the relevant law, regulatory requirements and best industry practice when making my decision. Broadly speaking P is responsible for any fees that it has agreed to (which includes an authorised representative of the company signing P up for these).

Revolut has provided technical evidence which shows that the account was upgraded when the option was selected using a device that had been used regularly to access and manage the account. Detailed audit logs indicate that Mr C accessed P's account profile and completed the upgrade for a free trial for the enterprise account. I have no reason to doubt Mr C when he says he has no recollection of doing this. But what he says isn't enough for me to be able to uphold this complaint when this isn't supported by other evidence. Taking everything into account, I am satisfied that it is more likely than not that Mr C may have overlooked or forgotten or simply misunderstood that he was signing up P to a fee-paying account that would cost £750 per month after an initial free trial. That's borne out by the fact that Revolut said its systems cannot process account upgrades without the direct action and consent of the account holder.

Keeping all this in mind, I am satisfied that the most likely explanation here is that Mr C opted in for the upgrade. So P was correctly charged the monthly fees whilst P had the benefit of the upgraded account.

I've considered what Revolut says Mr C would have seen before and during the process of upgrading the account and I find that this is clear. P hasn't provided any other information that might suggest it would be fair and reasonable to require Revolut to repay the upgraded account fees that were charged. Given P's security credentials were used, I'm satisfied, on balance, that Revolut upgraded the account correctly.

And even if this was a mistake on Mr C's part or he didn't realise what he was signing P up for or recall doing this, I am satisfied that the payment information was shown on P's bank statements as soon as the £750 payments started leaving the account. Possibly Mr C didn't check P's account information regularly so he wasn't aware that P was paying a monthly fee of £750 to have the benefit of the account. But I would just mention here, even if I were to uphold this complaint, it would ultimately make no overall difference so far as the question of redress is concerned. I say this because the ombudsman approach to redress is to also take into account what Mr C could have done differently to mitigate any loss.

We expect consumers to take reasonable steps themselves to limit the impact of things going wrong – and monitoring account information provided by the bank is something we'd reasonably expect Mr C to have done. And had this happened, I think he could have seen straightaway when the monthly fee started to leave P's account and he could have complained at the time if this wasn't what he wanted to happen. Had he done so, I think it's likely that Revolut would have allowed P to downgrade the account sooner (as it did this as soon as he contacted it to complain). So Mr C could have avoided further fees being charged, limiting the personal impact of what's happened.

Mr C's representative has mentioned that it shouldn't have been possible for Revolut to sign P up to pay the upgraded account fee without doing basic affordability checks on Mr C. Our investigator has explained that affordability checks are primarily required for personal lending or credit products to ensure responsible lending to individuals. But this wasn't Mr C's personal account. We wouldn't expect Revolut to conduct affordability checks in the same way for a limited company which is a separate legal entity responsible for managing its funds.

All this means I can't fairly hold Revolut responsible for refunding further payments to P's account. I appreciate that Revolut has already refunded a couple of months' worth of fees, but that's a matter for the business. It isn't something we would have power to require Revolut to pay in these circumstances.

I hope that setting things out as I've done helps explain how I've reached my conclusions.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 7 April 2025.

Susan Webb
Ombudsman