

The complaint

A company which I'll call 'T' complains that Revolut Ltd mis-sold it an account which wasn't suitable for its needs and wouldn't refund the fees associated with the account.

The complaint is brought on T's behalf by its director, Mx K.

What happened

Mx K told us:

- T opened a basic business account with Revolut in January 2024 after discussions with Revolut's Business Account Manager as it was a newly formed business. The agreed fee was £19 per month.
- After six months, the Business Account Manager contacted them and said T could downgrade its account. They were surprised at this because they believed T was already using the most basic account offered by Revolut, however T had been moved to the 'Enterprise account' which had charged a £750 per month fee.
- They'd been logged into T's Revolut account during the six-month period, but this didn't show the account it had been signed up to, or the applicable fee. They'd trusted Revolut had put T on the correct account type for its needs.
- The Revolut business app wasn't user friendly, so it wasn't clear what fees were being deducted and there was no notification of what plan T was signed up to. Its accountant couldn't even reconcile the fees because Revolut's system didn't fully integrate with the agreed accounting software.
- Revolut said T had signed up for a free trial for the account with the higher fee, but they didn't remember signing up for this. But even if they had, there was no notification that the free trial was ending, which was unfair.
- T hadn't needed or used the service Revolut had incorrectly signed it up for, and therefore it should refund the additional fee it had charged for six months.

Revolut initially told us:

- T was on a free trial with the Enterprise account which started in March 2024. It had applied via in-app messages.
- T would have been informed by email five days before the free trial was due to end. It also would have received in-app message and an inbox notification. However, it subsequently said its process wasn't to send a reminder to T that the trial was ending.
- It was unable to cancel a trial or plan without this being requested by the customer.

- Its terms and conditions said the plans could be charged monthly or annually, which was agreed at the outset of the plan, and that it wouldn't refund any subscription fees which had been paid for the plan should any changes be made.
- It had provided T with information about the accounting software integration codes, but the way merchant transactions were settled in the business account meant they weren't visible in the accounting software. T would need to manually reconcile its business account and the sales it made.

Our investigator recommended the complaint be upheld. She initially thought Revolut should refund the full £4,500 monthly charges incurred by T for the Enterprise plan, however she then said this should be less the £19 per month T would have always incurred for the basic plan. She said she hadn't seen any evidence to show T had entered into the agreement with Revolut for the higher plan and therefore it wasn't fair to say T couldn't have a refund. She also said Revolut hadn't provided any evidence to show it made T aware the trial period for the account was coming to an end, or that it would incur a fee of £750 without giving 14 days' notice that it didn't want to continue with the Enterprise plan.

Revolut didn't accept the investigator's opinion and asked for an ombudsman to review the complaint. It said the in-app offer clearly showed there was a one-month trial and a fee would be payable after that date. It also said T could have contacted it as soon as it noticed the first fee and it was a lack of accountability on T's part by not spotting the £750 fee sooner. Revolut also said it wasn't its process to send reminder emails about the free trial coming to an end and as a commercial customer, it wasn't responsible for helping its customer with their financial needs.

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.

Having done so, I've decided to uphold it for broadly the same reasons as our investigator. Revolut says that T signed up for a one-month trial for the Enterprise plan and therefore ought reasonably to have been aware that it would be charged the £750 fee if it didn't cancel this. Mx K doesn't remember signing up for the one-month trial, but I'm satisfied from the evidence provided by Revolut regarding its process, they would have needed to tick the required box to request the trial.

However, just because Mx K ticked the box to agree to a one-month free trial, I'm not persuaded that means the company should be held responsible for not realising the trial had come to an end and it was being charged £750 a month for the account. I agree that T could have set a reminder that the trial would come to an end on a certain date, but I'm not persuaded that a business would usually take that action. Revolut says it didn't have to send T notification the free trial was coming to an end, but I don't think that's fair given that a 'month trial' could be interpreted differently depending on whether this was from the date the trial started or if it was for a calendar month – and I can't see that Revolut explained this. But in any event, T said it expected a reminder from Revolut that the trial was coming to an end and I think that's reasonable.

Furthermore, Revolut initially said T would have received an email 5 days before the end of the trial to tell T that this was coming to an end – however it was unable to provide any evidence this was sent. It then changed its mind and said this was an error and no email would have been sent to T. Revolut also said that T would have been made aware of the trial coming to an end via 'in-app' push and inbox notifications, however it hasn't been able to

evidence these were sent to T either. Regardless of the reason Revolut didn't tell T the trial wasn't coming to an end, I'm not it treated T fairly here.

I recognise that Revolut says it would have expected T as a business to be aware of what it had signed up to. However, I've seen that Revolut sent T emails for all other aspects of the account, such as the account being opened, and the company card arriving, so I think it's reasonable that T would expect the same level of contact when it signed up to a trial for an upgraded account. Furthermore, whilst Revolut says T clicked on the option to sign up for the free trial, Revolut hasn't provided any evidence to show it actually confirmed to T the free trial had started.

Revolut's main response to our service about this complaint seems to focus on T not identifying the £750 fee. It says T as a responsible and accountable business should be expected to keep track of its finances and therefore it should have raised the higher fee when it was charged initially. I acknowledge Revolut's comments; however, I do think it's worth noting here that T was a relatively new business at the time it took out the account with Revolut – which Revolut was aware of – and it appears that T was relying on the information provided by Revolut. Furthermore, in terms of T not identifying the fee it was being charged, I can see that summary page of the transaction statement which is filtered for transaction types says 'Revolut Fees (FEE) £0.00. It is only in the expanded statement that you can see the £750 monthly fee payable to Revolut. I recognise this may relate to a different type of fee payable to Revolut, however, I think it's reasonable that T didn't realise it was incurring the monthly fee from the way the transaction types were summarised at the high-level view.

Despite repeated requests, Revolut hasn't been able to show the process that T followed, only that Mx K clicked on a box which said, 'Try a plan for free'. It hasn't been able to demonstrate the questions they answered to select the plan T was trialling, how clear the trial period was or why T was offered a 'free trial' on an account which doesn't appear to be relevant for its needs so soon after signing up for a basic account – given it appears Revolut was aware of T's start-up status as the account was set up by a Revolut account manager. I recognise that Revolut says it doesn't owe the same duty of care to a business customer as it does to a consumer. But whilst that may be the case, it does still need to ensure it is treating its customers fairly, regardless of what type of customer they are, which includes that products are marketed fairly and that customers are aware of what they have signed up for.

Revolut says that T could have cancelled the plan at any point in the six months, and I don't dispute that's the case. However, I'm not persuaded that T was aware that the trial had started, come to an end, or indeed that it was on a different plan to what it had initially signed up for. I'm also not satisfied the £750 monthly fee was sufficiently clear, without looking at the full account statement – particularly given T was experiencing issues with the accounting integration and Revolut's system. Therefore, I don't think it's fair for Revolut to imply the onus was simply on T to identify it was paying for something it didn't know it had agreed to and couldn't easily identify was being charged.

My final decision

My final decision is that I uphold this complaint. I instruct Revolut Ltd to refund the difference between the fee T paid for the Enterprise account to what it would have paid, had it remained on the basic account between March 2024 and September 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 17 March 2026.

Jenny Lomax
Ombudsman