

complaint

Mrs L complains that the service she received from Revolut Ltd (Revolut) when she opened an account fell short of that which she expected to receive. She feels Revolut have not been clear regarding the charges she would incur from both Revolut and third parties, when using her card. And she complains that when she set up her virtual card she was charged when in fact she ought not to have been.

background

Mrs L opened an account with Revolut by depositing £10 from her Tesco credit card account. She then tried to set up a free virtual card using a promotional referral code, but something went wrong and she was charged a fee of £4.99. Mrs L then spoke by online chat to Revolut who explained that as soon as Mrs L ordered the card they would refund the fee, which they did.

A few days later Mrs L noticed that she had been charged a fee by her credit card provider for the £10 deposit, which she did not think was fair, and which she raised with Revolut.

Revolut acknowledged that Mrs L had incurred charges but pointed out the charges were outside of their control as they had been applied by her credit card company and not them. They also drew her attention to the terms and conditions of the account; in particular paragraph 24.14 which they said showed Mrs L had agreed that Revolut were not to be responsible for third party charges.

Mrs L was unhappy with Revolut's response and so an investigator from this service looked into the complaint but didn't think Revolut had done anything wrong. Mrs L disagreed with that view and so the matter has been passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I will not repeat the investigator's summary of the background to this complaint because it is accurate and full and I want to avoid repetition. But, if it appears that I haven't mentioned something it is not because I have ignored it, but because I don't think it's relevant to the issues I have to decide.

My decisions are based on the evidence in front of me. Where such evidence is incomplete, inconclusive or contradictory, I am bound to reach a decision on the balance of probabilities – in other words, I consider what is more likely to have happened in light of that evidence and the wider circumstances of the case.

Looking at the available evidence, I think we have an unfortunate situation here. I understand that Mrs L feels Revolut are hiding behind their terms and conditions but it is those terms and conditions which govern the relationship between her and Revolut. They are there for reason and in order to deal with complaints like this. What I need to decide is whether Revolut acted fairly and reasonably in how it dealt with Mrs L.

In this case the agreement is clear about Revolut's own charges. Mrs L doesn't complain about those, rather that she feels Revolut should have made it clearer that credit card

providers may impose charges when used in the way she did. But in my view that is a matter which needs to be dealt with between the credit card provider and their customer, not Revolut. I have not seen the credit card provider's terms and conditions since it is not relevant to this complaint, since it is not about the credit card provider. But those terms and conditions will almost certainly deal with their own charges and when and in what circumstances, they can be imposed.

Additionally I have noted that the terms and conditions which govern Revolut clearly set out that they are not responsible for any charges a third party may impose.

I know Mrs L feels Revolut should have issued warnings, similar to those given by other providers, and to the effect that third parties may impose charges. But I don't see that as a necessary requirement since the third party provider will have covered such charges in their own terms and conditions.

So, in my view Revolut have acted in accordance with the terms of the agreement, and as such they have acted fairly. I accept that something went wrong on opening the account but Revolut resolved that very quickly by refunding the fee charged. They also made an offer of one month's premium membership for free. I appreciate that Mrs L does not think that to be sufficient, but in my view it is a reasonable resolution in the circumstances of the complaint. The failure in service level here was in my view minor.

I know Mrs L will be disappointed with my decision but I have come to the same conclusion as the investigator and for the same reasons. I'm not satisfied that Revolut have treated Mrs L unfairly, and so I'm not going to ask it to do anything further.

my final decision

For the reasons set out above I do not uphold the complaint against Revolut Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 17 July 2019.

Jonathan Willis
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