

The complaint

Miss C complains that Revolut Ltd won't refund money that she says she didn't receive when she attempted a cash withdrawal.

What happened

Miss C was abroad. She says that she tried to take out local currency from her account on 17 March 2020. The withdrawal debited was converted to an amount in Euros of 249.20 including fees. She says that she didn't receive the money and that although it was temporarily refunded to her by Revolut it then re-debited the money.

Revolut said that it had raised a chargeback for Miss C. And that it had received information from the bank responsible for the cashpoint withdrawal which showed that the money was dispensed. In a final response to Miss C it said that it wouldn't be refunding the payment and that if say someone else had been able to take the money from the cashpoint then it wouldn't be responsible for that.

Our investigator recommended that the complaint be upheld, and Miss C refunded including eight per cent simple interest. Miss C had explained to her that there was to be a national lockdown in the country she was in and that she needed to make an overnight bus journey to cross the border. She had tried to take out the money in advance of this. She said that the drawer of the cash machine located in a pharmacy didn't open and she didn't receive any money. She was told there that she would need to raise this with the bank. Miss C said she expected that the error would be corrected as had happened before. But that after two days when it hadn't she raised this with Revolut. It wasn't practical to contact local police during the pandemic and she had been in contact with the British Embassy about leaving the country and was told that in the middle of a pandemic this dispute wouldn't be looked at.

Miss C was able to take out money a few days later and her account statement showed that she had then made payments in the other country she mentioned - consistent with her crossing the land border as she says.

Our investigator said that the information from Revolut didn't include confirmation that no money was retained in the purge bin of the machine and didn't definitely confirm the money was dispensed to Miss C – for example with a digital record of the notes presented to her. She said that she found Miss C's account of what happened to be credible and that we weren't restricted to considering only the information requested as part of the chargeback process. So, she said that the money should be refunded.

Revolut didn't agree. It referred specifically to the card scheme dispute requirements. And it said that the acquirer had met those. It recognised that there could have been more information but that it isn't part of a chargeback requirement and so it wasn't in a position to demand this. It said that the acquirer had said that *'there is no difference or duplicity'* with the machine. It appreciated the view that Miss C may have given a plausible account, but it is unjust to dismiss the evidence it had provided as being insufficient when it meets the relevant requirements

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 won't be able to say *exactly* what happened here and I'm thinking about what is *most likely*. This service provides informal dispute resolution and while we take account of relevant regulations and as here guidance about the chargeback scheme, we think about what is fair and reasonable. That means I need to weigh the evidence presented and I don't think that there's been any suggestion that what has been provided by Revolut should be discounted.

It isn't in dispute that Miss C attempted the withdrawal and put her card in the machine and authorised the withdrawal. The acquirer has said that the notes were dispensed and that there were no issues with the machine. I take into account that what it says is of assistance. But I also need to weigh what Miss C says. There isn't evidence as has been stated that for some reason the notes weren't purged back into the machine as can happen. And that notes of the required denominations were dispensed and taken and evidence showing that the machine when next balanced had no errors. I can see that the machine was used before and after Miss C although I don't have every record – looking at the column headed up 'sequential number' in the table from the acquirer. This table seemed to have been shared with Miss C too during an online chat with Revolut.

It's possible Miss C was distracted, and not least as she describes an element of panic locally due to the pandemic. But she insists she waited for any notes to come out and to raise the issue with the shop owner who couldn't assist her. It isn't impossible as Revolut infers that when distracted, or if there was a delay in the notes coming out that someone else took this money if it was dispensed.

I've listened recordings of the in person calls Miss C had with this service and read the online chat history she had with Revolut. I'm persuaded on balance in this specific case that her account is consistent and plausible and that she didn't take this money from the machine. The question then is whether the error is down to the machine or as I say to her – in not taking any dispensed money. That's why the additional information in this case would have been so important. I'm not clear that any attempts had been made to obtain that even on a goodwill basis. So, it won't be available, and I need to make my decision on what is. I take into account that Miss C waited to raise the dispute- and didn't for example immediately claim- saying she thought that the error would be corrected. Her evidence about making local enquiries came out naturally as part of her discussion with the investigator. She had taken out a similar amount of money a few days earlier and was able to a few days later which as she'd explained she needed to cross the border. I'm satisfied from what she says that she took reasonable care at this cash machine and can see she had used other cash machines locally before. In a finely balanced decision, I accept her full account of what happened as the most likely one here.

Putting things right

In light of this I agree with our investigator's recommended resolution to the complaint.

My final decision

My decision is that I uphold this complaint and I require Revolut Ltd to:

- 1) Refund Euros 249.20 to Miss C.
- 2) Pay simple interest of eight percent per annum on the amount refunded from the day it was debited to her account to the day of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 7 June 2021.

Michael Crewe
Ombudsman