

The complaint

Mr T complains about how Curve OS Limited handled his refunds and poor customer service they gave him.

What happened

Mr T had received refunds to his Curve Cash account instead of the original payment card. He had tried several times to get Curve to pay the money to the original payment card but with no success. There was an error of a refund which equated to 5p. Mr T says that he was given different timescales for the refund and was requested bank details and statements, but they credited the refunds to his Curve Cash account regardless. He requested a call with Curve instead of messaging as he didn't believe he was able to get his points across over messages, but he says Curve didn't respond to him. It was only when he was able to speak with a representative that he says the problem was identified and resolved immediately on the 20 minute call. Mr T made a complaint to Curve.

Curve upheld Mr T's complaint. They said they credited his Curve Cash account with a £10 goodwill gesture for having to send multiple emails to chase things up. They said his request for a call back should have been honoured. Curve explained the reasons why they have to process refunds in the way they did. But they acknowledged the service they gave him was poor and credited an additional £25 to his Curve Cash account. Mr T brought his complaint to our service.

Curve told our investigator that due to human error, a refund hadn't been processed for £52.19 and as such they have now processed this refund and they offered to increase the compensation by another £50 to total £85 compensation. Our investigator said that £85 compensation was fair and reasonable as the information about how Curve processes refunds is available on their website, so this would've been available for Mr T to view prior to him opening his account. He said there was an error of a refund which equated to 5p which he said Curve resolved promptly.

Mr T asked for an Ombudsman to review his complaint. He made a number of points. In summary, he said he made many attempts to communicate with Curve to resolve the problem, but they refused to communicate and correct the mistakes. He said he had not received £85 compensation from Curve. Mr T said that he was shocked with the number of incorrect details in their final response letter, and that every time they provided incorrect information, this inconvenienced him by having to gather evidence and escalate this. He said compensation should be aligned to the time lost by their mistakes, incorrect information, refusal to communicate and correct mistakes from the beginning.

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.

Mr T has made a number of points to this service and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be

focusing on the crux of his complaint in deciding what's fair and reasonable here.

I would like to clear up the confusion regarding the compensation offer. When Curve wrote to Mr T with their final response offer, they said they had credited £10 to his Curve Cash account. Later on in the response, they said they had credited his account with £25 as well as the aforementioned gesture. So £35 should have been credited to Mr T's account. But looking at the response to Mr T's points he raised about their final response letter, they only mention £25 and not £35.

When Mr T brought his complaint to our service, we asked Curve for their business file. When they were compiling their response to us, they realised that due to a human error, the bank transfer of £52.19 was not processed. They have sent us evidence that it has since been processed. This meant that instead of Mr T receiving this money by 9 February 2022, he would receive it by 16 March 2022. Due to this error and everything that had happened, Curve increased their offer of compensation by £50 to total £85, but as Mr T's complaint was with our service to decide what was fair and reasonable as a result of Mr T's complaint, then this is why the full £85 has not been paid to Mr T yet.

I'm persuaded that there have been a number of times that Mr T was let down by Curve. There were typo's and seemingly conflicting information about the refunds and a lack of explanation about 5p differences. Mr T had asked Curve to contact him by phone, but future messages didn't acknowledge this and some points he made in messages weren't responded to. So it would appear to Mr T that Curve were ignoring him, when it was clear from the tone in his messages that he really needed the refunds to be processed and paid to his bank account.

When Mr T messaged Curve, he received a response which either said "*A human will review your message and will be in touch with you within the next 48 hours*" or "*We aim to get back to the new requests within 48 hours*". Curve did typically get back to Mr T within 48 hours. With the automatic responses about the refund, they included links to the refund section of their website. The website shows that "*Refunds aren't processed by retailers in real-time and we tend to receive them 1-5 working days after they've been requested. You'll be able to get your money back straight to your payment card or to your Curve Cash account*". The same page also shows "*If for any reason your refund can't be matched to the original transaction, we'll instantly process it to your Curve Cash account. The refund will show in your Curve Cash balance on the date it was refunded.*"

So I'm satisfied that Curve made it clear that there are occasions where they can't refund the money direct to the original bank account. Due to how the merchants had processed the refunds, then this is why Curve said they credited Mr T's Curve Cash account with the money as the transactions weren't matched. I know Mr T feels their matching/tracking system is flawed, but as this is a business decision what system Curve decide to use, this is not something our service can interfere with. Mr T had stressed the importance of receiving the money into his bank account as he couldn't withdraw the money at a cash machine. I'm persuaded that Curve did try to get the money paid into his bank account, but this is where there may have been a breakdown of communication by seemingly quoting different timescales for the refunds. one-five working days, seven days, seven working days, ten days and ten working days were quoted at various points of the process.

Mr T first contacted Curve on 22 January 2022. Then he sent multiple messages to them from 24-26 January 2022. He received a phone call from a Curve representative on 26 January 2022, so I'm not persuaded that he had to wait too long outside of Curve's timescales of 48 hours for a response. But what will have distressed Mr T is when he received messages back from Curve during this timeframe which did not make reference to the phone call he had asked for. Curve should have acknowledged this sooner than they did.

When Mr T was able to speak to them on the phone, a refund was agreed. Mr T even got an email to confirm this. The email said that if Mr T did not receive the refund by 9 February then he should reach out to them. Due to human error, this wasn't processed as it should have been. So it was only as a result of our involvement that Curve realised this error when Mr T didn't get in touch with them by 9 February, as he was told to if he didn't receive the refund. While Mr T didn't take action to mitigate this delay, I'm satisfied that this would have still added to his distress in not receiving this money back in light of his previous experience with Curve.

So I've considered what would be a fair outcome for this complaint. It's clear there were times where there was a breakdown of communication or a lack of communication. This often resulted in Mr T needing to clarify things with Curve such as his response to their final response letter where there were a number of points Curve didn't address. While Curve responded to him, there were still times where information wasn't forthcoming or wasn't clear – or acted upon in a timely manner. I'm persuaded that a total of £85 compensation is fair for what happened here. It is in line with what I would have awarded Mr T if Curve did not uphold his complaint.

I understand Mr T may not feel this is sufficient compensation for what happened here, but compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event. When we recommend compensation, it is often modest and within our established guidelines. So I'm persuaded that a total of £85 compensation is fair for the impact the poor customer service had on Mr T, so it follows I'll be asking Curve to put things right for him.

Putting things right

Our investigator has suggested that Curve pay a total of £85 compensation to Mr T for distress and inconvenience, which I think is reasonable in the circumstances.

My final decision

I uphold this complaint. Curve OS Limited should pay Mr T £85 compensation (minus any payments they have already made to him) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 June 2023.

Gregory Sloanes
Ombudsman