

The complaint

Mr C complains that Curve UK Limited trading as Curve ('Curve') failed to cancel his subscription with it.

What happened

The background to this complaint is well known to both parties, so I will just provide a brief overview of events here.

Mr C contacted Curve using its chat function at the end of November 2023 and asked to cancel his Curve subscription. He said he hadn't been informed of an increase in the cost, which made it too expensive. Curve told Mr C it would respond within one to three days.

Curve didn't respond, so Mr C tried to contact it several times during the following week.

Curve contacted Mr C on 11 December 2023. It told Mr C that if he wanted to continue with the cancellation then he would need to confirm some personal information. Curve said it would then complete the cancellation and refund the remainder of his monthly subscription.

During the chat, Mr C told Curve that he had unexpectedly been charged a fronted fee of £14 for a transaction. Mr C asked to make a formal complaint.

Curve tried on three occasions in December 2023 and January 2024 to take the annual subscription payment from one of Mr C's accounts. The payment was declined.

Curve responded on 20 March 2024 to Mr C's complaint about the changes in the terms of service; that his request to cancel his subscription wasn't actioned; about the fronted fee he incurred in March 2024 and about the poor service received.

Curve apologised for the delay in responding to Mr C. It said its terms allow it to make changes, such as the subscription fee increase. Curve said it notified Mr C of changes to its terms by email in September 2023. It said the fronted fee was correctly charged as a result of these changes. Curve said if Mr C wanted to continue with the cancellation of his subscription, then he would need to provide the personal information requested by it. Curve offered Mr C £50 to compensate for the poor service he received when he contacted it.

Mr C remained unhappy and brought his complaint to this Service. He complained about Curve's failure to cancel his subscription, its attempts to charge his card with the subscription fee and about Curve not responding to him for many weeks. Mr C was concerned that Curve's practices breached data protection and Consumer Duty obligations.

Our Investigator didn't uphold Mr C's complaint. She thought Curve had done enough to inform Mr C of changes to its terms. She also thought Curve had let Mr C know on 11 December 2023 what information it needed to cancel his subscription, but Mr C hadn't provided this.

Mr C responded and said that by contacting Curve using its app, it had all of his personal information and could easily have cancelled the subscription. Mr C said he didn't experience a financial loss, but should be offered additional compensation for the emotional stress.

As Mr C didn't agree with what our Investigator said, this came to me for a decision.

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 first of all want to clarify what complaint points I am considering here. When Mr C brought his complaint to this Service, he remained unhappy with Curve's failure to cancel his subscription, its attempts to take payment for the subscription and the poor service provided. So these are the complaint points I have considered here, and I've focused on each in turn.

Cancellation of the Curve subscription

Curve told this Service that it was aware of Mr C's requests to cancel his subscription in November and December 2023. It said it asked him to confirm personal information for security reasons, and it didn't cancel the subscription as Mr C didn't provide the information requested.

I know that Mr C said that his personal details were on the app and so he thinks that Curve had all the information needed to carry out the cancellation.

But I'm satisfied that what Curve was looking to confirm in asking for Mr C's personal details was that the person requesting the cancellation through the chat function was actually Mr C.

Broadly speaking, the approach we take here is that we would rarely interfere with reasonable security measures taken by businesses to ensure that requests, of whatever kind, are being made by the consumer authorised to make them.

In this case, Curve's request for confirmation of personal details was an additional security measure, and I don't think it was unreasonable of it to ask for the information. I also think Curve's request was clearly worded and the information being requested was readily available to Mr C.

What this means is that I think Curve made it clear to Mr C on 11 December 2023 that he needed to take particular steps in order for his subscription to be cancelled, and Mr C did not take these steps.

I do appreciate that by 11 December 2023 Mr C was frustrated with Curve's failure to respond to him in the way it said it would. But this was a reasonable request made for security purposes and so I think Curve acted in a fair and reasonable way when it took no further action to cancel Mr C's subscription after 11 December 2023.

I understand that Mr C's subscription has now been cancelled.

When he brought his complaint to us, Mr C mentioned that he thought Curve hadn't fulfilled its obligations under Consumer Duty, so I've considered this. But Curve's cancellation process wasn't unclear or difficult to navigate and so I'm satisfied it acted in line with Consumer Duty principles here.

Curve's attempts to take the subscription payment

I know that Mr C feels quite strongly that he didn't give Curve permission to take the subscription payment in December 2023 and January 2024. But, as outlined above, I think Curve acted fairly when it didn't cancel the subscription in December 2023. And so as no errors were made by Curve in continuing with the subscription, I think it acted fairly when it tried to take payment for the subscription in the usual way in December 2023 and January 2024.

It's my understanding that Mr C had taken other steps to ensure Curve wasn't able to take the subscription and so there is no financial detriment here to Mr C.

Customer service

Curve has acknowledged that it provided poor customer service to Mr C and it has already offered £50 compensation. So I've considered whether the amount of compensation already offered is fair, and I think it is. I'll explain why I say that.

There was a lengthy delay between Mr C making a formal complaint to Curve on 11 December 2023 and Curve starting the process of dealing with Mr C's complaint in mid-March 2024. However, I am not able to consider whether compensation should be paid for that delay alone as it relates solely to complaint handling, which isn't an activity listed within the Financial Conduct Authority handbook as one we can look at. And, as such, it doesn't fall under our remit.

There was an earlier delay when Mr C contacted Curve in November 2023 and he was told it would respond to him within one to three days. But Curve didn't get back in touch with Mr C until 11 December 2023, which was around two weeks later. It's clear from Mr C's messages in the chat function that he was frustrated by Curve's failure to respond to him in the way it said it would. So Mr C experienced both distress and inconvenience as a result of Curve's customer service failings in December 2023. Although I know he doesn't agree, I'm satisfied Mr C had the response he needed in relation to the subscription cancellation on 11 December 2023 and so the delay here, while frustrating, was relatively short. So I think the payment already offered by Curve to compensate for delays is fair.

When Mr C brought his complaint to us, he also mentioned that he felt that by acting as it had, Curve hadn't fulfilled its data protection obligations. But as I've outlined above, I don't think Curve has acted unreasonably here. I can see Mr C told Curve he had raised this matter with the Information Commissioners Office, which is the appropriate body to determine if there has been a breach of the regulations or law.

My final decision

It's my final decision that Curve UK Limited, trading as Curve, should pay the £50 compensation it offered to Mr C, if not already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 February 2025.

Martina Ryan
Ombudsman