

The complaint

Mr H complains that Curve UK Limited won't refund to him the amount that he's claimed for some holiday accommodation.

What happened

Mr H used a debit card provided by Curve UK to pay for some holiday accommodation to be used in May 2024 and €626.47 was charged to his card in April 2024. There was an issue with the accommodation because of an adjacent event on the last night of the holiday so Mr H made a claim to Curve UK under its customer protection scheme and asked for a payment of €89.50. He said that the merchant knew, or ought to have known, about the event at the time of booking, but neglected to warn him at the time of booking, the merchant had no staff on site who could organise a move to a quieter room that didn't face the source of the noise and the phone in the room didn't work via which he tried to speak to hotel staff, and the merchant failed to implement sufficient sound insulation in the room. Curve UK refused to raise a chargeback claim so Mr H complained to it.

Curve UK said that it was unable to uphold Mr H's complaint because its dispute team had followed the correct procedures and it was unable to take the dispute further. Mr H wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that Curve UK didn't raise a chargeback as it didn't feel that there was a likely prospect of the chargeback being successful and that it was its right to do so. She also said that, based on what she'd seen, she wasn't persuaded that it was an unreasonable view or that it considered the information provided in the wrong way.

Mr H didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that his argument is that the merchant promised that: *"The apartments are designed to offer relax, comfort and privacy to guests"*; and that it failed to design the accommodation in a way that complied with that description, in particular by failing to use sufficient sound insulation. He says that without sufficient sound insulation, it was impossible to relax on the final night of the stay and he didn't receive the promised comfort. He says that given that the merchant evidently supplied services that didn't match their description, Curve UK should have submitted a chargeback but it unreasonably refused to do so.

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.

If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute. There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim. If the right to make a chargeback claim exists under the applicable scheme rules, and if there's a

reasonable prospect of success, I consider it to be good practice for a chargeback claim to be made.

Mr H made a claim to Curve UK under its customer protection scheme relating to the payment that he'd made for the accommodation but Curve UK refused to make a chargeback claim. He described in the claim that he made to Curve UK the reasons that he said that the merchant was at fault and in the grounds of complaint that he sent to this service he said: *"... the merchant, through its various omissions, failed to fulfil the description of the services on the final night, and subsequently Curve UK unreasonably refused to raise a chargeback in respect of this failure and failed to give its reasons"*.

It was for Curve UK to decide whether or not to make a chargeback claim to the merchant relating to the payment that Mr H had made to it and I'm not persuaded that Curve UK acted incorrectly when it decided not to make a chargeback claim. In its final response letter to Mr H, Curve UK didn't set out the reasons why it didn't make a chargeback claim but I consider that it would have been fair and reasonable for it to have concluded that there wasn't a reasonable prospect of a claim being successful as Mr H had used the accommodation that he'd paid for and the reasons that he'd given for a chargeback claim were unlikely to be accepted by the merchant.

I find that it wouldn't be fair or reasonable in these circumstances for me to require Curve UK to refund to Mr H the €89.50 that he's claimed or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 April 2025.

Jarrod Hastings
Ombudsman