

The complaint

Mr J has complained about how Curve UK Limited, trading as Curve, managed his fraud complaint and later concerns in May 2024.

What happened

On 9 May Mr J noticed attempted transactions he'd not made. He notified Curve these weren't his. They cancelled his card and sent him a new one. Mr J wasn't able to do this within the app without being charged £60 for a replacement card.

Within a few days Mr J noticed further attempted transactions. He was unable to get any confirmation from Curve whether this was done with his old card details or the new card he'd received. Curve blocked his card which Mr J was concerned about.

Mr J was also upset that he was paying Curve for a premium service but found that all his attempts to get his complaint resolved were, as he felt, fobbed off. He wanted them to compensate him for what had happened.

Curve explained they'd been busy but felt they'd met their internal and regulatory deadlines. They offered Mr J £10 for what happened. Mr J brought his complaint to the ombudsman service.

Our investigator reviewed what had happened, which included Curve's detailed timeline. She felt that Curve should pay Mr J £50 compensation for what happened.

Curve disagreed with this outcome. Mr J's complaint has been referred to an ombudsman.

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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

I've reviewed the detailed testimony Mr J provided to us as well as Curve's timeline and copies of the chats between Curve and Mr J during May.

I don't dispute that Curve responded to Mr J within the formal timescale for dispute resolution. However, I note that during a period when Mr J was concerned about being the victim of ongoing fraud and unsure whether he could use his newly-provided card, they were not responsive. I'd have expected them to allay his concerns sooner and certainly there was a period of more than 10 days when very little happened.

I'm aware that Curve wasn't Mr J's sole account so despite not being able to use his Curve card on occasion, he was still able to undertake financial transactions.

Having reviewed what happened, I agree with our investigator that £50 compensation is fair and reasonable for the trouble caused. I don't think this is a high amount despite Curve's

protestations and did seriously consider making this £100. However, based on the timescale of events I didn't think this would be fair and reasonable.

I know Mr J has strong feelings about the service he was provided by Curve based on the fees he was paying them. He's already aware it's not our service's role to instruct businesses what fees they can and cannot charge for general services or to amend their advertising policies.

My final decision

For the reasons given, my final decision is to instruct Curve UK Limited, trading as Curve, to pay £50 to Mr J for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 23 December 2024.

Sandra Quinn
Ombudsman