

The complaint

Mr K complains that Curve UK Limited (Curve) processed a payment that he had not authorised.

What happened

Mr K who has an account with Curve, complains that it covered a payment which he had blocked with his underlying card issuer, meaning it debited his account without his authorisation. The payment for £96 went to a company - I'll call D and debited his account on 3 June 2024.

Mr K said this caused him significant distress and that Curve did not have his consent take such action.

Curve looked into the matter but were unable to agree that it had done anything wrong by stepping in to cover the payment.

As Mr K wasn't happy with the response he received from Curve, he referred his complaint to this service.

It was looked at by an Investigator who didn't uphold it. The Investigator wasn't persuaded that the evidence showed that Curve had done anything wrong.

Mr K disagreed with the Investigator's opinion and so the complaint has been passed to me to decide.

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 overall conclusion as our Investigator, and for broadly the same reasons. I'll explain why.

Firstly, it's important to highlight that Curve is not a bank. Curve is a e-money card aggregator and provides a service that allows customers to use multiple cards from various banks once they are added and verified in the Curve app.

I have carefully reviewed all the evidence provided by both parties and can see that Mr K feels strongly that Curve failed in its duty of care and covered a payment to D which he did not consent to.

It seems that Mr K had a subscription with D and had previously made a payment to the same merchant a year earlier on 4 June 2023 for £76.80.

Mr K has presented information to show that as he no longer required the service D provided, he attempted to contact D on its live chat function on 3 April 2024 to cancel the

subscription and the upcoming payment before it was due. But states that as he was unable to speak to them directly, he then contacted his card provider which acted to block the transaction.

Technical information provided by Curve shows that when D requested the payment on 3 June, Curve acted to assist Mr K and so covered the payment. But Mr K disputes that Curve should not have taken this action, and that the payment was subsequently charged to a card that he had since deleted and was no longer active on his app. He also said multiple attempts were made to charge his account without his consent which caused him significant distress.

But Curve has presented information that shows otherwise. It's evident from what I have seen that the card in question was added to Curve on 11 August 2023 and was only finally removed on 14 June 2024. So, after the payment request from D had been made.

So, I went on to consider whether Curve acted unreasonably by allowing the payment to be taken from this card.

From what I can see, Curve holds the right to settle a payment request via any payment source present on its app in the event of a defaulted payment request. So, although Mr K attempted to block the payment with his underlying card issuer, when the payment request came through from D, Curve acted reasonably by charging the amount to another card that was present and set up on his Curve account.

Curve responded to our information request by stating that the transaction was authorised by the merchant using card credentials it had previously saved on file - which also indicated it was re-occurring subscription that the customer had signed up for - and that D had saved Mr K's Curve card as a payment source.

It followed this by stating:

"As per our Terms of Service (Section 11: "Using your Curve card"), we consider a transaction authorised when the customer provides their Curve card details (card number, expiry date, CVV number). As such, having their Curve card details saved on the merchants billing system for a recurring transaction.

Section 11 also covers continuous payment authority, meaning when a customer uses their Curve card to set up a future payment (one-off or recurring), the payment will be made from the payment source selected in the Curve app. If this fails, our auto reconciliations system kicks in, and charges this to any payment source.

In this instance, it seems that Curve acted to cover the payment to D for Mr K, to avoid him any embarrassment with his purchase not going through and then it attempted to debit the payment for the transaction amount later from another card present on the app, which explains why Mr K then experienced multiple attempts being made to charge his account.

Mr K has provided a copy of correspondence that took place on 12 June with the underlying card issuer, where I can see he instructed future payments to D be stopped. The card issuer acknowledged this request, but it's clear that this communication came about after the payment request from D had already been made. I can also see the card issuer strongly recommended that Mr K reach out to D separately to ensure that the subscription was cancelled so no further payments would be taken. Specifically, it said that although it could instruct it not to bill Mr K's card, it was unable to instruct them to cancel any subscription contract that might be in place.

It's apparent from what I have seen that Mr K intended to cancel the subscription with D before it renewed it for another year, and I can appreciate it wasn't ideal that Curve took action when it did to cover the payment, despite Mr K's efforts to block it. But having looked at Curve's actions, I consider it treated Mr S fairly and I'm satisfied that it acted in accordance with its policy, terms and conditions which Mr K agreed to when he signed up to Curve.

I see that Curve directed Mr K to contact D for a potential refund if he disputed the payment and said that it will be happy to review the circumstances again if Mr K returned with supporting evidence. This is so that it could take further action, such as initiating a chargeback, on Mr K's behalf. Given this, I'm satisfied that Curve attempted to help where it was possible to do so.

Finally, I can see that Mr K believes Curve should award him £500 for the distress this experience caused him. But just like the investigator I've not seen any evidence to reasonably justify an award in these circumstances, and I can't see anything to suggest unreasonable delays on its part when looking into the matter for Mr K.

Our website further outlines the awards made by this service for distress and inconvenience and explains that the awards made are intended to recognise the upset caused by an error. They are not intended to punish the business. As I'm satisfied it was reasonable for Curve to step in and cover the payment that he has disputed, it follows that I therefore do not find that Curve should pay any compensation to Mr K.

So, whilst I appreciate Mr K is unhappy that the payment was taken, despite his efforts to stop it with D, I haven't seen anything to suggest Curve acted unreasonably by stepping in to cover the payment. And I'm satisfied with Curve's explanation of what happened.

In conclusion, I don't find Curve did anything wrong here or that it is liable to refund the payment or award any compensation for the distress this matter caused.

My final decision

I do not uphold this complaint against Curve UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 28 July 2025.

Sukhdeep Judge
Ombudsman