

The complaint

Mr J complains that Curve UK Limited (Curve) didn't make it clear that his account no longer provided insurance cover as part of its package.

What happened

In June 2024, Mr J contacted Curve as he wanted to make a claim on the Car Hire Excess Cover though his Curve Metal subscription, but had been unable to find details of how to claim in his app. However, he was informed that the insurance element had been removed at the end of 2023 and that he would have received notification of the upcoming changes beforehand.

Mr J made a formal complaint. He didn't feel that the communication had been clear enough and thought that the information had been hidden in the correspondence. He said he had made financial decisions based on the fact that he thought he had the insurance policy and was now out of pocket as a result. He said he would like Curve to cover the £350 he has had to pay out due to the miss communication.

Curve didn't uphold the complaint. It said it had been transparent about the changes and had informed him of them in an email on 30 November 2023. He remained unhappy so brought the complaint to us.

One of our investigators looked at the complaint. She said that Curve had stated in the email of 30 November 2023 that it would no longer be offering insurance as part of the plan and that the communication was clear and provided all the information needed. Mr J disagreed, so the complaint was passed to me to make a final 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.

Curve have sent us evidence that Mr J had received the email dated 30 November 2023 and Mr J has acknowledged that he did receive it, so I have reviewed the content to see if I agree with Mr J that it wasn't made clear that the insurance element was being cancelled.

I can see that the emails subject line was titled "premium benefits are changing".

In the first section of the email, it states...

"Over the past few months, we've been digging into our premium benefits and asking you what you value most about Curve. Turns out, cashback is your favourite premium benefit by far. And, you've told us that many of you already have insurance with one of your banks or credit card providers. In light of this, we've decided to terminate our embedded insurance and enable you to earn more cashback on your everyday purchases, making Curve an even more rewarding way to pay"

It then goes on to say...

“When?”

As of December 2023, you will no longer be insured under your Curve premium plan. Our insurance partner AXA will continue to service all eligible claims for incidents preceding this date, as long as they are submitted in accordance with the applicable insurance terms and conditions.

Do I need to do anything else?

Not right now. Your insurance cover will stop automatically on 31 December”

While I think it does rely on the customer reading the whole email for a full understanding, I think Curve did cover off the details in the body of the email and did inform Mr J of the upcoming changes. While I understand Mr J missed this information, I do think that Curve did what it was required to do by providing the information. I am therefore not upholding the complaint.

My final decision

I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr J to accept or reject my decision before 25 November 2024.

Sarah Green
Ombudsman