

## **The complaint**

Mr B has complained that the Go Back in Time feature ("GBiT") on his Curve UK Limited ("Curve") account has not worked since September 2023.

## **What happened**

In response to Mr B's complaint, Curve offered Mr B £50 compensation, a free months' subscription and £5 in Curve cash. After Mr B had downgraded his account, Curve had previously given Mr B a pro rata refund of £8.58. But Curve has agreed to refund a further amount of £6.07 – to bring the total amount refunded to £14.65.

After Mr B referred his complaint to this service, one of our investigators assessed the complaint, and they thought that Curve should pay Mr B a total amount of £150 compensation, as well as the £6.07 that Curve had agreed to refund Mr B.

Curve didn't agree with the investigator's assessment, so the matter was referred for an ombudsman's 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.

Having reviewed everything, I think that the outcome reached by the investigator was not unreasonable and so I uphold this complaint for broadly the same reasons that the investigator gave. I will explain why.

Firstly, it is not in dispute that there was an error, and due to a technical issue, Mr B could not use the GBiT feature on his Curve account - even though this was partly one of the features he was paying for on the account. Therefore, whilst it is beyond the remit of this service to tell Curve to change or improve its systems, what is left for me to consider is what compensation is appropriate in the circumstances.

Looking through the webchat transcripts, it's clear that Mr B first discovered that the GBiT feature was not working on his account in September 2023. It looks like Mr B attempted to process a number of payments through the GBiT feature, but because it was not working, this resulted in Mr B having to repeatedly contact Curve to ask for the transactions to be processed. This took place over the course of several months from what I have seen. I understand that Mr B eventually decided to downgrade his account in March 2024.

In addition to the frustration caused in Mr B having to manually request transactions to be processed, via the GBiT feature, it also seems that Mr B faced other difficulties. For example, he'd registered a card for the GBiT transaction to be processed, but Curve could not see the card on its systems. This resulted in Mr B having to delete the app and then reinstalling it and for Curve's IT team to look into why his linked card was not showing up as an option. Also, there were times when Mr B had messaged Curve about the issues he was facing, and experienced delays in Curve getting back to him.

So taking into account the difficulties Mr B faced, the frustration and effort caused to Mr B in trying to get matters rectified numerous times and the time scales involved, I think what the investigator proposed is fair and reasonable in the circumstances. And although Curve has made a number of points, for example that it experienced a staff shortage and that it had given Mr B a complimentary one-month subscription for free and £5 in Curve cash, I still think that the compensation recommended by the investigator is reasonable given the circumstances.

As a final point, Curve has said that the technical issue that Mr B faced when using the GBiT feature on his account should now have been resolved. However, it said that if Mr B faces any further difficulties in using the feature, he should get in contact with Curve again so it can look into the matter further for him.

### **Putting things right**

So, to put matters right, I require Curve UK Limited to pay Mr B:

- A total of £150 compensation for the distress and inconvenience caused to him by this matter; and
- £6.07 to reflect the part of the refund that Curve said it was willing to make, after Mr B received a pro rata refund on his account fee when he downgraded his account.

### **My final decision**

Because of the reasons given above, I uphold this complaint and require Curve UK Limited to do what I have outlined above to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 December 2024.

Thomas White  
**Ombudsman**