

The complaint

Mr M complains that Curve UK Limited did not handle a chargeback claim as it should have done.

What happened

Mr M booked a stay at a hotel in Vietnam through a well-known online holiday and travel site. His confirmation recorded that a deposit of 12,020,480 VND (equivalent to around £350 at current exchange rates) would be payable directly to the hotel.

Mr M says that, at the end of his stay at the hotel in November 2023, he made a payment of £563.17 (equivalent to 17,725,275) using his Curve payment card. Curve is an e-money institution and payment aggregator. The Curve payment card can be linked to other accounts (including credit card accounts), enabling holders of credit cards to use them at outlets which would not otherwise accept them. The payment of £563.17 was made with Mr M's Curve card but was linked to a credit card issued by another provider.

Mr M says too that, after he made the payment, he realised that he had been overcharged by around £100 and queried the amount of the bill with the hotel. He recalls that it agreed and issued an amended bill. The hotel said it would refund the first payment. Mr M made a second payment, this time of £395.47, using a credit card issued by a bank which I'll call "B". Curve was not involved in the second transaction.

Mr M did not receive the refund he said he had been promised and so approached Curve in December 2024. Curve raised a dispute with the hotel in February 2024. The hotel defended the chargeback, but Curve did not believe the evidence supported its case. It raised a second chargeback in April 2024. Mr M contacted Curve for updates, and on 20 August 2024 Curve told him that the hotel had rejected the second chargeback request. This time it had provided evidence showing to Curve's satisfaction that the payment had been properly taken and that no refund was due.

Mr M complained about the way Curve had handled the claims. He did not believe the evidence which Curve had been provided with was adequate; he said too that the delays in dealing with the chargebacks and in providing him with updates meant that he could no longer raise a claim under section 75 of the Consumer Credit Act 1974.

Curve acknowledged that it had not communicated with Mr M as well as it should have done and offered him £60 in recognition of that. But it did not accept Mr M's complaint about the outcome of the chargeback claims or that any delay had prevented him from taking further action.

Mr M referred the matter to this service, where one of our investigators considered what had happened. He did not recommend that the complaint be upheld. Mr M did not accept the investigator's assessment and asked that an ombudsman review the case.

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.

The chargeback claim

I stress that it is not for me to decide the outcome of any dispute which Mr M may have with the hotel. I have no power to do so. What I must do is decide how Mr M's complaint about Curve's handling of the chargeback claim should be resolved. That includes deciding whether Curve's conclusion that it should not pursue the claim any further was a reasonable one.

In response to Curve's second chargeback claim, the hotel produced two invoices. The first was for a total of 7,039,725 VND; the second was for 22,256,030 VND. It recorded that a payment of 12,020,480 VND had been made – that is, the amount referred to on the original booking. The balance after that payment (across both invoices) was therefore 17,725,275 – the sum which Mr M paid using his Curve card. The other payment, equivalent to £395.47, was made using Mr M's credit card issued by B. (I note that, even though the payments were made on the same day, slightly different exchange rates were used. That's consistent with different card issuers being involved.)

In the circumstances, I think it was reasonable of Curve to take the view that Mr M had been correctly charged and that no refund was likely to be due. The invoices which the hotel provided were consistent with the payments taken. It was therefore reasonable of Curve not to pursue things further with the hotel.

Delays and communication

Curve has acknowledged that it did not provide Mr M with information about the progress of his claim in a timely manner. He says that had an impact on his ability to address that claim and the evidence provided by the hotel.

The hotel invoices listed the various services which it said Mr M had used. He says that, because of the delay, he could not recall exactly what services he used. Had Curve kept him updated, he would have been better placed to challenge those invoices.

I can understand Mr M's argument on that point, but I think it unlikely he would have been able to challenge the invoices on the basis only of his recollection of the services provided. The two invoices listed around 100 separate charges covering drinks, meals, the minibar, laundry and transportation; tax and tips were also listed individually. So, unless he had kept a detailed record at the time, I think it unlikely that Mr M would have been able to recall in sufficient detail what services he had used.

Mr M says too that he did not sign the invoices, and so they cannot be relied upon. I accept that the hotel copies are not signed, but Mr M has not provided any copies which he did sign – still less copies showing a different amount was due. The best evidence available is therefore the copy invoices provided by the hotel.

Mr M has said too that the delay in dealing with the chargeback – and communicating its progress with him – has prevented him from making a claim under section 75. There is, however, no specific time limit for making a section 75 claim (although any limitation period for bringing the underlying claim against the hotel would be relevant). There may be other reasons why a section 75 claim might not succeed (and I make no comment on the likelihood of success), but I don't believe the passage of time is one of them.

I have considered too whether any delay affected a possible chargeback claim which might have been brought by B, whose card was used to make the other payment. It is true that, by the time Curve had dealt with the chargeback claim, it was too late for Mr M to bring a similar claim through B. There is however no reason in my view to think that, had B made a claim in time, the outcome would have been any different. The hotel would no doubt have challenged the claim on similar grounds and would have relied on the same evidence as it did when addressing Curve's claim.

It follows that any delay on the part of Curve did not have any affect on Mr M's ability to make a recovery through other means and that its offer of £60 was a reasonable one.

My final decision

For these reasons, my final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 June 2025.

Mike Ingram

Ombudsman