DRN-5816147

The complaint

Mr M complains about the way Curve UK Limited handled his request for a refund.

What happened

Mr M asked Curve to seek a refund from a supplier I'll refer to as 'T' who supplied him with an order costing a total of £466.68 which was paid for using his Curve debit card. This order was for 'wildlife turf' (the 'turf' or 'goods') and one other item which were both received in mid-February 2024. Mr M was unhappy with the turf as he said it wasn't as described. Curve initiated a chargeback but following a defence from T, it declined to pursue it further. Mr M complained about the way Curve handled his chargeback and its customer service. Curve offered Mr M a total of £100 by way of compensation for customer service issues but as far as the chargeback was concerned, it maintained its position.

When the matter came to us, our investigator recommended upholding the complaint in part. She said for the customer service failings Curve should pay an additional £150 but she concluded it hadn't acted incorrectly in terms of its decision not to pursue the chargeback. Both parties disagreed. Amongst other things, Mr M said Curve had misled him about the protections his (debit) card would afford him whilst Curve thought the £100 it had already offered was fair. So, the matter was passed to me for a decision.

I issued a provisional decision. Mr M provided further comments in support of his case maintaining the goods weren't of satisfactory quality. Curve confirmed it had already paid Mr M the £100 in compensation. So, the matter has been passed back to me to reconsider.

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 reconsidered everything, I'm not going to ask Curve to pay any more than the £100 it has already paid Mr M for its customer service failings. Before I set out the reasons for my decision, I think it is worth noting that while I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

As Mr M used his debit card to pay for the goods in question, I consider chargeback to be particularly relevant here. A chargeback is a scheme (in this case run by Mastercard) which looks to resolve payment disputes between cardholders and merchants. Curve raised a dispute under the most relevant reason code (rule) of 'goods not as described/ defective'. Before considering whether the relevant conditions for this rule had been met and therefore, whether Mr M's chargeback had a reasonable prospect of succeeding, I think it's worth setting out a summary of some of the email exchanges between Mr M and T:

- On 8 February 2024, which pre-dated the sale, one of T's agents responded to a question from Mr M about the amount of 'flora' that would show in the turf. The agent said the amount of 'colour' would be seasonal and weather dependent

- On 25 February 2024, which is when Mr M seems to have first raised a complaint about the goods to T directly, he said: *"I sifted through the turf and with a generous perspective there was perhaps 12m2* [from an order of 26m2] *which I was happy with…Even to get to that I had to cut pieces…so there was a lot of additional labour involved and it's obviously not ideal having quite so many joins. There was then about another 12m2 which in my view didn't meet the specification…there were quite a few pieces that were offcuts / not the standard size."*
- On 29 February 2024, Mr M told T's agent that he'd settle the matter for a part refund of £237.

So, looking at the email exchanges between Mr M and T, and all of the available evidence, I think Curve reached a reasonable conclusion when it decided not to pursue matters further. I say this for several reasons including that:

- One of the conditions under the relevant rule is the cardholder must've informed the merchant (T) that the goods were *"available for pickup or return"*. As noted in Mr M's emails to T he'd already laid part of the turf before contacting T, so it doesn't seem likely that any return/pick-up request even if it had been made, would've been practical at this point.
- Whilst Mr M says he wanted a full refund of just over £466, part of this (£26) was for an item not in dispute (finisher) and some of the cost was related to delivery charges (£83). Even in regard to the goods in dispute which cost £335.40 (including VAT), Mr M told T he was only seeking a partial refund of £237. In my view, this is likely to have failed Mastercard scheme condition to provide supporting documentation that gives sufficient detail to enable all parties to understand the nature of the dispute. What I mean by this is that it wouldn't have been clear from the evidence how much of the transaction it was appropriate to claim back particularly as Mr M was proposing to keep part of the turf that he'd already fitted.
- In terms of whether the goods were of satisfactory quality I note a number of points which made this dispute particularly challenging: the specialist nature of the product and the fact the way it looked was seasonal/weather dependent and needed time to 'root' in, which made it difficult to know whether the goods (as required under the Mastercard scheme rule) 'arrived broken'; the photographs weren't conclusive evidence that the goods weren't as described; this is a complex dispute with the merchant strongly contesting the cardholder's account and vice versa; and not every aspect of the order was being claimed to be below the requisite standard. In my view, under all these circumstances, without (optional) supporting evidence such as from an expert or relevant professional, the chargeback didn't have a reasonable chance of success.
- Mr M says he has received expert testimony from other 'growers' and other suppliers but from what I can see, this wouldn't meet the evidential criteria set out by Mastercard for this option. Any expert/professional would need to provide supporting document and do so on their business letterhead, with a business card attached, or be validated by other information demonstrating that the opinion expressed is that of an expert/professional. I can't see that Mr M has provided evidence to this standard.

Based on all the evidence, I don't think Mr M's dispute with T had a reasonable chance of success. So, I don't consider Curve acted unfairly or unreasonably when it decided not to pursue the dispute further.

In regard to Mr M's claim that Curve misled him about the protection his debit card would afford him, I've carefully considered all the evidence here as well. Mr M makes a number of points about this but ultimately, I can't fairly or reasonably say Curve misled him about this. Curve has provided the terms and conditions that were applicable when Mr M signed up for his Curve card and these say (as they still do) under the heading 'Section 75 of the Consumer Credit Act 1974' that this particular protection doesn't apply. And whilst I know Mr M says it wasn't clear what type of card he had (a credit or debit card), I can't see any persuasive evidence of him being misled about this.

Similarly, in respect of 'Curve's Customer Protection', I think the terms are clear on this point as well. It clearly says any refund will be processed under the Mastercard chargeback scheme. So, whilst I've taken on board all the points Mr M makes about being mis-sold the debit card or being mis-led about the level of protection this offered him, I'm not upholding this aspect of his complaint.

In terms of the customer service issues, I've noted one aspect is about complaints handling. But this (complaints handling) isn't something our service has the power to consider. In respect of the overall service provided by Curve, I can see there were some delays in the communications with Mr M with keeping him up to date. But, overall, I think Curve was responsive to Mr M's request for more information and did progress the chargeback within the timescales it gave to him. I note Curve didn't correct Mr M when he used the word 'section 75'. However, it told him, at an early stage, that his refund request had been escalated under the 'Mastercard chargeback scheme' and provided him with a link to the 'Curve Customer Protection' which explained this process in detail to him.

I also note Curve didn't provide Mr M with the evidence submitted by T when he asked for it (which mostly consisted of email chains which Mr M was a part of). However, Curve had already decided not to pursue matters at this stage. I know Mr M thinks the further evidence he had would've resulted in a more favourable outcome, but Curve didn't ask for it despite it being offered. However, Curve did review the further evidence and said it wouldn't have changed the outcome. And for the reasons I've set out above, I don't think this was incorrect.

Taking everything into account, and the fact that I don't think any of the customer service failings impacted on the outcome of the claim, I remain satisfied the total amount of £100 Curve has already offered (and paid) to Mr M for the distress and inconvenience it caused, is fair and reasonable.

With respect to what Mr M said in response to my provisional decision, I've taken on board everything he's said but I can't see that he's added anything substantially new. For completeness, I note the following:

- Mr M says my decision was different in nature to that of the investigator. This was the reason for my provisional findings which Mr M has now had a chance to respond to.
- Mr M says it was difficult to know if there was a problem (or not) until the turf was laid. But many of the points he raises in this regard have been dealt with above.
- Mr M points out that Curve didn't provide a copy of the Mastercard rules. However, even if it had done so, for the reasons set out above, I don't think this would've changed the outcome.
- Mr M says it's inaccurate to say the goods weren't available to pick up. But as I've said above, given he'd laid a significant amount of the turf, I don't think it was possible to return the goods in any practical way.
- I appreciate what Mr M says about what he'd suggested by way of settlement. But what I've considered here is whether Curve were wrong not to progress his chargeback. And from what I've seen, it wasn't.

- Mr M maintains the goods weren't of satisfactory quality. But I'm satisfied based on all the evidence, there wasn't sufficient evidence to prove his chargeback would've succeeded on the basis the goods weren't as described and/or were defective.
- To be clear, I wasn't saying that expert testimony was the only reason I didn't think Mr M's dispute was unlikely to succeed. There were several other factors which I've taken into account.
- I take on board what Mr M says about the email dated 8 February 2024. I can't reasonably or fairly say he's added anything substantially new on this point.

So, for all these reasons, my decision remains that I think Curve doesn't have to do anything further. I appreciate this will be a disappointing outcome for Mr M.

My final decision

As Curve UK Limited has already paid Mr M the £100 for its customer service failings, it doesn't have to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 October 2025.

Yolande Mcleod
Ombudsman