

The complaint

Mrs D complains about the way Curve UK Limited handled its refer a friend process.

What happened

Mrs D was a customer of Curve. Mrs D says she received several emails from Curve inviting her to refer a friend to earn Curve cash points (to the value of £50) credited to her Curve cash card as a referral reward.

Mrs D says she referred a friend and they both followed the correct process. Mrs D shared a referral link with her friend. Her friend then signed up to Curve and made three transactions over £5 within seven days as required. Mrs D is unhappy because her friend received their £10 welcome bonus, but she didn't receive the £50 cash points. So, she complained to Curve.

Curve didn't uphold the complaint. In its final response letter, it said that Mrs D didn't meet the criteria to receive the £50 cash points as per its referral terms. Curve specifically relied on clause b (3) of its current referral terms (dated 8 July 2025 at the time of complaint) that said:

"You have made at least one successful transaction within the 3 months before your referral link is accepted by the invitee(s)".

Curve said that Mrs D's invitee created their account with Curve on 18 May 2025. Mrs D made a transaction on 19 May 2025. Her last transaction prior to that was 12 August 2024. So, this made her ineligible as a transaction wasn't made within three months before the invitee created their account.

Mrs D remained unhappy, so she came to our service. She said that she received an email on 4 June 2025 that said to qualify...*"you also must have made a transaction in the last two weeks to trigger any payout. If you've not done so, just make one now and you'll be good to go."* Mrs D says she made a recent transaction on 19 May 2025 so she should qualify.

Curve later provided our service with the terms and conditions dated 24 February 2025 which were applicable at the time of Mrs D's offer period, that read: *"To be eligible for the Reward you need to have made at least one transaction since 9 October 2024"*. Curve still thought that this made Mrs D ineligible.

An investigator looked into things and thought the complaint should be upheld. He thought that Curve was unfairly relying on terms and conditions that were introduced on 8 July 2025 which was after Mrs D's offer period ended on 31 May 2025.

The investigator thought that because Mrs D had made a transaction on 19 May 2025, she met the eligibility criteria as set out in the terms and conditions that were applicable at the time of her offer period. He said that the offer terms didn't make it clear that a transaction had to be made *prior* to the invitee creating their account.

The investigator said that to put things right, Curve should pay Mrs D the £50 cash points along with £25 compensation for the trouble she went to, having to chase Curve for the bonus payment.

Curve didn't agree and asked for the case to be decided by an ombudsman. It maintained its position that the terms and conditions refers to an action that should've been made before the referral link is shared and doesn't apply after the fact.

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 agree this complaint should be upheld and settled in the way our investigator has suggested.

Curve has an obligation to provide information in a clear, fair and not misleading way. The terms applicable to Mrs D's offer period said that *"To be eligible for the Reward you need to have made at least one transaction since 9 October 2024."*

There is nothing written in the terms and conditions that states a transaction needs to be made prior to the invitee creating their account.

Mrs D made her transaction on the day after her invitee created their account with Curve, so it's clear her intention was to take steps to ensure she qualified for the cash points.

Given the offer terms don't explicitly set out that the transaction needs to be made before the invitee creates their account, I don't think it's fair that Mrs D loses out on the cash points as a result of ambiguity on Curve's part. Especially given Mrs D's reasonable efforts to qualify herself.

I accept that Curve later updated its offer terms to now clearly say that a transaction needs to be made within three months *before* the referee's referral link is accepted by the invitee(s). But as our investigator has correctly pointed out, these terms were not applicable at the time of Mrs D's offer period so it's unfair for Curve to rely on them.

My final decision

My final decision is that I uphold Mrs D's complaint, and I direct Curve UK Limited to credit her Curve cash card with cash points to the value of £50. Mrs D has told our service that she has since closed her Curve account, but she will reinstate it in order to receive points. Curve UK Limited should also pay Mrs D £25 compensation credited to the account of her choice.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 7 January 2026.

Arazu Eid
Ombudsman