

The complaint

Miss W complains that Curve UK Limited failed to pay her £10 cash reward for being referred by a friend.

What happened

In January 2025, Miss W signed up to Curve, following a referral from a friend. She received an email confirming that she was entitled to a £10 cash reward. To be eligible for this Curve confirmed that she needed to make three purchases of at least £5 within seven days, purchase a physical Curve card for £5.99 or sign up to one of their premium plans, and to stay with Curve for 40 days.

There is no dispute that Miss W complied with those terms but Curve informed her that she wasn't eligible for the reward as the friend who referred her hadn't complied with the terms of the offer. It referred her to its referral terms.

On referral to the Financial Ombudsman Service our Investigator said that whilst the terms of the referral offer are clear that the Inviter will not earn a reward if the Invitee fails to meet the scheme criteria, there's no reciprocal term applicable to the Invitee. He proposed that Curve pay the £10 reward with 8% interest and £50 compensation for distress and inconvenience.

Curve was prepared to offer £10 as a goodwill gesture. Miss W rejected this, and the matter has been referred to me for an Ombudsman's consideration.

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.

Miss W was referred to Curve by a friend in January 2025. As I set out above, as the invitee, Miss W complied with the terms of the offer.

In Curve's final response letter of 18 June 2025, it provided a link to the offer terms. However, those terms apply from September 2025 and refer to a different offer. Curve says that Miss W received the general terms of the offer. It believes this makes clear that both parties have to comply with those terms.

If I assume that Miss W received the terms of this particular offer, those terms, in my view, read as being addressed to the person making the referral:

*"1 We are offering **our existing customers** the opportunity to earn Curve Cash Points as a referral reward (the "Reward"), by referring someone (the "Invitee") to sign up for a Curve account.*

*4 **You** will only earn a Reward if **you** and the Invitee meet all the criteria specified in the relevant Referral Invite during the Offer Period.*

*8 **The Invitee** must successfully sign up for a Curve account...*

*10 **The invitee** may be required to complete a certain number of transactions on their Curve card to earn a Reward.”*

And then, right at the end the terms explain what the inviter needs to do to comply with the terms of the offer.

I have highlighted certain words in bold, which show to me that the terms are addressed to the inviter, i.e. the “existing customer”.

I don't doubt that Curve intended, in order to pay both parties their reward, that they both should comply with the terms of the offer. But the terms do not say this in my view as they specifically distinguish between the existing customer and the invitee. I don't think it reasonable to say that the invitee should have assumed that the terms of the offer apply to both of them and effectively that the inviter needed to comply with their terms in order to make the invitee eligible.

Further the terms require the invitee to make specific commitments and make certain payments. I don't think it reasonable to expect them to check that the inviter has complied with their terms of the offer.

So as the terms aren't clear, I think it was reasonable for Miss W to assume that she would receive her reward if she complied with the terms, which she did.

I think Curve could have offered to pay the £10 goodwill payment when responding to Miss W's complaint. I've considered her point that she wanted the reward to help towards her financial difficulties. But as she chose to buy the physical Curve card this would only have provided a £4 benefit to her. So the impact on her was more anxiety that the matter couldn't be resolved.

I think the right award of compensation in this case is £50. In addition, Curve must pay the £10 reward plus interest at 8%. Though this will only be a very small amount of interest.

Putting things right

Curve should pay compensation of £50.

It should also pay Miss W the £10 cash reward plus interest* at 8% from 31 January 2025 until payment.

My final decision

I uphold the complaint and require Curve UK Limited to provide the remedy set out under “Putting things right” above.

*HM Revenue & Customs may require Curve to deduct tax from any award of interest. It must give Miss W a certificate showing how much tax has been taken off if she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 2 January 2026.

Ray Lawley
Ombudsman