

## **The complaint**

Mr L complains that Curve UK Limited sought to impose on him a high risk transaction fee even though the transaction was cancelled.

## **What happened**

On 26 September 2025 Mr L made a purchase of jewellery for £506, and he was charged an additional fee, of £5.08. I understand he then cancelled the transaction and the merchant refunded the payment. However, Curve still charged the fee.

Mr L contacted Curve through its in-app chat. It confirmed that the fee was charged for certain high risk transactions. This was an amendment to its terms of service which it advised its customers about in May 2025. It confirmed that Mr L was advised about this amendment in emails dated 13 and 21 May. It noted that Mr L had opened the emails.

Curve confirmed that the transaction in question attracted the high risk fee, and that its subscription schedule, referred to in the aforesaid email, advised that such fees were still chargeable even if the transaction was cancelled.

Mr L complained that he wasn't advised about the fee when he made the transaction and that he could not have been expected to know it would be charged. And he said that Curve only informed him that such fees were generally associated with gambling payments, dating services and wholesale purchases of precious stones. As a gesture of goodwill Curve nevertheless refunded the fee. It noted Mr L's point that he wasn't advised of the fee when he carried out the transaction. It said it would send feedback to the relevant team to see whether it could implement a toggle for customers to select if they wish to complete transactions involving a high risk fee.

On referral to the Financial Ombudsman Service, our Investigator said that Curve had notified Mr L of the imposition of the high risk fee which it was entitled to do having given advance notice of the same. In the circumstances they felt that Curve had acted appropriately.

Mr L didn't agree and the matter has been passed 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.

As our Investigator has advised, my role is to look at individual complaints. I can't require Curve to change its systems. Nor can I make a general ruling that imposition of such a fee in future transactions would be unfair. Every case has to be decided on its own merits.

In respect of Mr L's purchase, Curve can amend its terms and conditions and can decide whether to implement fees for any transactions, as long as it gives adequate notice of the change. Here I understand that Mr L was given the appropriate notice on 13 and 21 May

2025. And this came into effect on 13 July. So I don't think it was unfair of Curve to impose the fee for this particular purchase.

Mr L has made the point that he wouldn't have known that the fee will be charged and that Curve has said to him that only *wholesale* purchases of precious stones would generally attract a fee. However although it said this on a general basis the actual subscription schedule which was referred to in the aforesaid emails includes a link to the list of high risk merchants. And the merchant category code (MCC) refers generally to Precious Stones and Metals, Watches and Jewellery.

I see the aforesaid schedule also notes that the fee will be charged even if the transaction is cancelled. So I can't say that it was unfair to impose such a fee.

I note Mr L's point that customers should be told at the point of purchase that a high risk fee will be charged. If Curve is able to implement this then I agree that it would be helpful. But as I've said I can't impose on Curve a requirement that it does this. And as it has refunded the fee in question in Mr L's case, I don't think that there is any further issue for me to decide here.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 10 February 2026.

Ray Lawley  
**Ombudsman**