

## **The complaint**

Mrs H complains that Curve UK Limited charged her excessive fees and did not respond to her concerns in a timely manner.

## **What happened**

Mrs H says that she incurred extortionate fees in relation to a payment of £2,670. She says she used the chat facility on 12 January 2023 regarding this, but other than being contacted for details of the transaction, she heard nothing from Curve. Mrs H says she's been a customer of Curve since they first offered the account, to save on foreign transaction fees. She says that as a minimum there should be a warning message to advise of a fee and provide the option not to proceed. Mrs H made a complaint to Curve.

Curve partially upheld Mrs H's complaint and credited her Curve account with £10. They apologised for the delayed responses to her chat conversation. They explained that their team works from the oldest tickets to the newest tickets, meaning every time Mrs H sent a follow up message her ticket was placed lower in their line. Curve said the transaction fee Mrs H incurred was correct. They said as a standard (free) customer, she has £1,000 per month fee-free FX (foreign exchange) spend limit, but she had exceeded her fee-free FX spend limit on this transaction, so she was charged an FX fee. Mrs H brought her complaint to our service.

Our investigator did not uphold Mrs H's complaint. He said that although when Mrs H signed up for the account, there were no fees, Curve have made it clear that there are fees associated with certain transactions, as they sent her several emails explaining that there were fee-free limits for foreign transactions. There were also updates to the terms of service sent to her in 2018 and 2019. and Mrs H has a fee-free limit of up to £1,000 per 30-day period and anything over that, there is a 2% fee. He said Curve don't notify customers of the value of the fee until after the transaction, because it has not been calculated at the time of authorisation. Mrs H asked for an ombudsman to review her complaint as she said derisory compensation had been credited which could only be spent as Curve cash and this is inadequate for the distress they caused her.

## **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.

I'd like to explain to Mrs H that it is not within this service's remit to tell a business how to run their processes or procedures such as asking them to display a warning message when fees would be incurred as a result of a transaction. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Curve to make changes to their policies and procedures, if necessary.

My understanding is that Mrs H opened her Curve account when there were no fees for the type of transaction which incurred a fee recently. But Curve had updated their terms of service since Mrs H opened her account and they have told us they email all of their

customers when they update their terms of service. I can see the terms were updated on at least a couple of occasions in 2019 as I've been provided the terms of service from January and November 2019. These terms show that there were fees for spending in currency other than the currency of the selected payment card. At the time there was up to a spend of £500 per rolling 30 day period where no currency conversion fees would be charged.

But Curve told us this fee-free limit was updated in 2022. I can see they sent their customers emails on 31 May 2022 which stated *"We are increasing our fee-free currency conversion limit for purchases made Mo-Fri by our Curve Standard customers from £500 per rolling 30-day period, to £1,000."* This was followed with an email to their customers the following day *"We're doubling our fee-free allowance on Curve Standard for purchases in foreign currencies. It's going from £500/month to £1000/month. And remember, you can also withdraw up to £200/month in cash abroad too - fee-free. That goes up to £400 when you upgrade to Curve Black and £600 when you upgrade to Curve Metal."* So I'm persuaded that Mrs H should've reasonably been aware that there were limits to fee-free currency conversion transactions. I'm satisfied that the charge she incurred as a result of the transaction which she says was for £2,670 was in line with the terms of service.

I've considered what Mrs H has said about the compensation and that this was in Curve cash. But I can see a message a Curve agent sent her (which was *"seen"* on 25 January 2023 at 4:47pm) which said on this occasion they would be able to send her the £10 to her via a bank transfer, and they told her what she needed to do to receive this to her bank account.

I'm satisfied that the compensation was fair. I say this because Curve have a 3-5 working day response time to respond to the messages. So while it could appear to Mrs H that they were ignoring her, I'm not persuaded that they were. They responded within five working days to the messages she sent them, including her complaint (which they would have longer to respond to). So I'm not persuaded that further compensation is proportionate for what happened. So it follows I don't require Curve to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 5 September 2023.

Gregory Sloanes  
**Ombudsman**