

## The complaint

Mr B complains that Wirecard Card Solutions Limited was negligent when it didn't tell him that he didn't have travel insurance with his electronic money account.

## What happened

Mr B upgraded his account with Wirecard, which was trading as 'Curve', to a 'Curve Black' in 2018. At the time, Mr B resided in a country I'll refer to as "S".

The Curve Black account came with various benefits, one of which was travel insurance. In January 2020, Mr B contacted Wirecard because he wanted to make a claim on the travel insurance policy, but he couldn't find a policy number for the cover to make the claim.

It later transpired that Mr B didn't have the travel insurance benefit with his account. Wirecard says that's because when he took out the account, residents of S weren't entitled to this benefit.

Mr B wasn't happy with this. He explained that he'd notified Wirecard in 2019 that he resided in a country I'll refer to as "I". The travel insurance benefit that came with the account was available to residents of I, and so he should have been covered under a travel insurance policy.

Mr B also thought that Wirecard had confirmed that he did in fact have cover under the travel insurance policy.

Because of this, Mr B says he's lost out 500 euros – which is the amount of the claim he wanted to make.

Wirecard upheld Mr B's complaint in part and credited £100 to his account for some of the customer service issues he experienced – mainly because Mr B had expressed concerns about insurance cover at an earlier date, and Wirecard didn't tell him at this point that he wasn't covered. However, it explained that the cover depended on the country of residence at the time of taking out the account. And because Mr B resided in S at the time of taking out the account, he wasn't eligible for the insurance benefit – regardless of whether he changed his country of residence at a later date.

Unhappy with Wirecard's response, Mr B asked this service to look into the matter.

An Investigator considered what both parties had said, but they didn't uphold the complaint. They said *"I think Curve has acted fairly in this case, they could have asked more questions when Mr B... brought up the subject – however I also think Mr B... could have done more to confirm the insurance instead of assuming he was covered. As there has not been any details provided by Curve in relation to the travel insurance I cannot ask them to cover this claim. So, taking everything into consideration I think the outcome offered by Curve is reasonable and won't be asking them to do anything further in this case."*

Mr B didn't agree and felt that Wirecard should be held accountable for the matter. And so he asked for an Ombudsman to consider his case.

### **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 considered everything available to me, I won't be upholding Mr B's complaint. I appreciate this decision will come as a disappointment to him, however I will explain my reasons for this below.

I don't think it's in dispute here that when Mr B first took out the account, he was a resident of S, and because of this, he wasn't eligible for the travel insurance benefit that came with the account. But Mr B feels that when he let Wirecard know that he was a resident of I, he should have received this benefit.

Wirecard has confirmed that it is the country of residence when applying for the account that would determine what benefits he got with the account. Given that he was a residence of S, he didn't get the travel insurance cover, and didn't receive any policy documents relating to the cover at this time. Wirecard has also explained that by updating an address to a country where travel insurance is a benefit wouldn't automatically mean that cover would be provided.

I've thought about if it was reasonable of Mr B to have thought he had cover in place when he updated his address to I, based on Wirecard's actions. Looking at the correspondence Mr B had with Wirecard, I haven't seen anything where Wirecard has confirmed Mr B had a policy in place. Both parties have also confirmed Mr B wasn't provided with any policy documents in relation to the cover either. So I can't fairly conclude here that Wirecard mistakenly told Mr B he had a policy in place.

It's clear from the correspondence Mr B had with Wirecard, and in the context of this complaint, that Mr B was very keen to have his residency address changed to I. Wirecard explained that he could only have a 'shipping' or 'billing' address on the account. Mr B again made it clear he resided in I, but he didn't ever check with Wirecard that he would be entitled to the travel insurance benefit now he had moved. Nor was it ever clear to Wirecard that this could be the reason Mr B was keen to update his country of residency.

I can see that Mr B did ask WireCard some specific questions about the benefits of the account. Mr B intended to switch his account from a business account to a personal account and with this in mind he asked *"Will I loose [sic] the present Curve Black Status? I have a free Curve Black due to being member from before new products were launched. Will any of the insurances that come with the card change?"*

Wirecard responded to this and said *"Currently, in terms of features, there's no difference between personal and business Curve cards. The Insurance benefits are also the same (either you hold a personal or business card)"*.

Wirecard has accepted that it could have done better here and looked into Mr B's account to see what cover he already had. In my view, Mr B asked a general question about the account, and the response he received from Wirecard was general - and correct.

I can understand why Mr B might have thought that moving country of residency would mean he would benefit from travel cover, but I can't fairly conclude that he was ever told he had cover or sent confirmation of cover. I'm also of the view that Mr B could have contacted

Wirecard to check if he had cover in place before travelling. So, taking everything into account, I won't be upholding this complaint. And I think the £100 Wirecard has already offered Mr B is enough to put things right here.

### **My final decision**

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 January 2024.

Sophie Wilkinson  
**Ombudsman**