

The complaint

Mrs S complains that she didn't get a cashback offer from Curve UK Limited (Curve).

What happened

Curve is a card aggregator which allows customers to spend from any of their cards, if they've been added and verified in the Curve app. To use Curve, customers add a payment card to the app. Customers can select the account that they would like to pay with by opening the Curve app and tapping a bank card that account will instantly become "active", ready for them to spend with.

Curve offer customers various cashback schemes. On one such card, a cashback on purchases was offered until 31 December 2022.

Mrs S made a purchase for £791.68 on 15 February 2023 and expected to get a 5% cashback - £39.58. But the cashback wasn't paid.

Mrs S complained. She said she accepted it was her responsibility to read the terms and conditions. But – she'd raised another similar complaint about the non-receipt of the cashback offer, and Curve had then made a refund manually in January 2023. So – Mrs S argued that Curve should do the same for the cashback about which she was complaining.

Curve said the terms and conditions stated that the offer ended on 31 December 2022. So – Mrs S wasn't entitled to the cashback. It was Mrs S' responsibility to read the terms and conditions of the offer. There had been another purchase on the same card for £134 on 18 January 2022 – and cashback of £13.40 (which was 10% - in error) had been given to Mrs S. But – that didn't mean to say that she was entitled to the cashback she was now complaining about. Curve didn't uphold Mrs S' complaint.

Mrs S brought her complaint to us. Our investigator didn't uphold it. He said he was satisfied the terms and conditions were clear – the offer ended on 31 December 2022. Another purchase had attracted the cashback offer – and that was an error by Curve. But that didn't mean to say Mrs S should also get the other cashback of £39.58.

Mrs S asked that an ombudsman look at her complaint, and so it has come to me to make a final decision.

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 looked at the terms and conditions that were in operation at the time. These clearly state *"XXXPay+ cardholder will get 5% cashback on XXX.com purchases until 31 December 2022"*. So – I'm satisfied that was clear.

Mrs S has said in her complaint that she understands it's her responsibility to read the terms and conditions – so that's not in dispute. But she goes on to argue that she made another purchase with the same retailer in January 2023 – and Curve then gave her the cashback offer (even though the offer had expired). And because of that – Curve should also give her the cashback of £39.58.

I've considered her argument. But I don't think it's reasonable to say that because Curve made an error and gave her a cashback of £13.40 (which she wasn't entitled to) means that Curve should do the same for the further purchase. I don't think that would be fair to Curve in all the circumstances of this case.

So, I don't uphold this complaint and I'm not asking Curve to do anything here.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 7 December 2023.

Martin Lord
Ombudsman