

## **The complaint**

Miss O complains about the way NewDay Ltd has handled a dispute over a credit card payment for a flight booking. The payment was made using Miss O's Aqua credit card, which is issued and administered by NewDay.

## **What happened**

Miss O has explained that she was trying to book a flight from Toronto to London. She found a suitable offer through a comparison site which I'll call M. She booked the flight through another company, B, to which she made the payment with her Aqua card. She received an email from B confirming the booking and attaching an e-ticket.

Subsequently Miss O received a further email, this time from M, saying that B had been unable to process her booking. That email provided the same flight details as the flight confirmation, but no booking reference. It invited Miss O to contact B if she had any questions.

Miss O says that, thinking her booking had been unsuccessful, a friend made different arrangements for them both to fly to London. They were unable to book the same flights, so flew separately a short time apart on different routes. Miss O's friend paid for those flights, as Miss O - having paid for the first flight - didn't have enough credit on her Aqua card to do so.

Miss O sought a refund for the first flight from B. When that was unsuccessful, she approached NewDay, which submitted a chargeback request. B declined the chargeback request. It had, it said, provided Miss O with the ticket she'd paid for; the flight hadn't been cancelled, but Miss O had chosen not to take it. The ticket was non-refundable. In the circumstances, NewDay said, it wouldn't provide a refund.

Miss O referred the case to this service and one of our investigators considered it. She thought it was fair that Miss O receive a refund. There was no evidence that Miss O had tried to book more than one flight; if there was a problem between B and M, that wasn't Miss O's fault and it was unfair that she should have to lose out as a result.

NewDay didn't accept the investigator's findings and asked that an ombudsman review the case. It thought it was possible that Miss O had tried to book more than one flight and that the message saying that her booking had been unsuccessful, rather than being an error, related to a different booking on the same flight.

I considered what had happened and, because I was minded to reach a different conclusion from that reached by the investigator, issued a provisional decision.

It wasn't clear in my view why Miss O had received the email from M saying that it hadn't been possible to make the booking. It was possible that had related to an earlier attempt to book the flight, or a subsequent attempt to book the same flight for her friend - although I

noted that Miss O didn't have enough credit on her Aqua card to do so. It was possible too that it was simply an error on the part of M.

However, I was satisfied that NewDay had made the payment to B in line with Miss O's instructions. On balance I was satisfied too that B had issued a valid e-ticket and that, had Miss O tried to use on the flight she'd booked, she would have been able to do so. That was why NewDay had been unable to recover the payment from B. In the circumstances, I didn't believe it would be fair to require NewDay to make a refund. Miss O hadn't taken the flight because of a message from M, not because of anything NewDay had done wrong.

Miss O didn't accept my provisional findings and asked that I review the case and issue 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.

In response to my provisional decision, Miss O explained that she'd tried to contact B when she got the message from M. She tried again once she'd returned to the UK, but without success. And she said too that she didn't book any further flights, since she didn't have the resources to do so.

I accept what Miss O has said about this. That is, I believe that she had an e-mail from B with what appeared to be an e-ticket and an email from M saying it hadn't been possible to process the booking. That placed her in a difficult position, especially since she was unable to find out what, if anything, had gone wrong.

However, it doesn't follow that NewDay should provide Miss O with a refund for the cost of the flight. It paid B in line with her instructions and she received what she'd paid for.

As I say, I think Miss O was put in a difficult position, and she has my sympathy. It may be that she can still seek some redress and an explanation from M or B - despite the difficulties she's described. Our consideration of her complaint about NewDay won't affect any rights she might have to do that. But, for the reasons I've explained, I don't believe I can fairly require NewDay to do anything more.

### **My final decision**

My final decision is that I don't require NewDay Ltd to do anything further to resolve Miss O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 21 September 2020.

Mike Ingram  
**Ombudsman**