

The complaint

Mr S complains about how NewDay Ltd (“Marbles”) dealt with his concerns about a payment he made, or tried to make, to his Marbles credit card from his current account with a business that I will call “B”.

What happened

On 17 January 2020 Mr S paid, or attempted to pay, £1,000 to his Marbles credit card from his current account with B using his debit card. This payment was never credited to Mr S’ Marbles credit card. It was debited from his current account with B on 20 January 2020 but recredited the same day. Between 17 and 20 January 2020 the payment of £1,000 appears to have been marked on Mr S’ current account with B as a pending transaction.

On 17 January 2020 Mr S paid £739.46 to his Marbles credit card from his current account with B using his debit card. This payment was credited to Mr S’ Marbles credit card on 17 January 2020 and debited to his current account with B on 20 January 2020. Between 17 and 20 January 2020 the payment of £739.46 appears to have been marked on Mr S’ current account with B as a pending transaction.

Mr S was concerned that his payment of £1,000 wasn’t credited to his Marbles credit card on the 17 January 2020 – the day he paid it or attempted to pay it – so he contacted Marbles to raise his concerns.

Marbles says it explained to Mr S that the reason the payment had not been credited to his credit card was because it had been declined by B.

Unhappy with Marbles’ explanation he then contacted it to raise a complaint.

Marbles investigated Mr S’ complaint and ultimately said:

- The payment in question had been declined by B.
- Because the payment had been declined by B it had never been paid. And because it had never been paid there was no ‘missing payment dispute’ to be logged and investigated by it.
- It had advised Mr S at the outset that if his attempted payment of £1,000 was showing as having debited his current account with B then, in line with standard banking practice, it would likely show as a recredit on his current account with B in three to five working days.
- Ultimately Mr S’ current account with B was debited and then recredited with £1,000 on 20 January 2020.
- It could have dealt with Mr S’ complaint better and for that it had credited his Marbles credit card with £25.

Mr S wasn’t happy with Marbles’ investigation into his complaint, or its response to it, so he referred it to our service for investigation.

Mr S' complaint was considered by one of our investigators who came to the view that having credited his credit card with £25 – for poor complaint handling – Marbles need do nothing further.

Mr S didn't agree with the investigator's view so his complaint was passed to me for review and decision.

I issued a provisional decision on this case in September 2020. In summary I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear Mr S has very strong feelings about this complaint. He has provided detailed submissions in support of his view which I can confirm I've read and considered in their entirety. However, I trust that Mr S will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

Based on what has been said and provided, it's my understanding that:

- *On 17 January 2020 Mr S paid, or attempted to pay, £1,000 to his Marbles credit card from his current account with B (by debit card).*
- *On 17 January the sum of £1,000 was marked as pending on Mr S' current account with B.*
- *The sum of £1,000 was never credited to Mr S' Marbles credit card, Marbles submitting that B had declined the payment.*
- *On 20 January 2020 the payment of £1,000 was debited to Mr S' current account with B.*
- *On 20 January 2020 B credited Mr S' current account with it £1,000 pending a chargeback.*
- *On 20 January 2020 Mr S' current account with B was credited £1,000 in respect of his 17 January 2020 payment/attempted payment to Marbles.*
- *On 11 February 2020 Mr S' current account with B was debited £1,000 by B to reverse the 20 January 2020 £1,000 credit made by it pending a chargeback.*

Now it's unclear precisely what happened between 17 and 20 January 2020 with both B and Marbles providing different accounts as to why payment was never successful. However, I don't think I need to decide what happened between these two dates to fairly decide this complaint.

In my view Mr S hasn't suffered a financial loss, on either his current account with B or his Marbles credit card, as a result of what happened between 17 and 20 January 2020. I say this because I can see that Mr S was able to make two payments of £500 and £501 on 20 January 2020 (debited to his current account with B on 21 January 2020) so as to avoid any interest accruing on his Marbles credit card. And that all charges he incurred on his current account with B between 1 January 2020 and 14 April 2020 totalling £83.37 were refunded by B on 10 July 2020.

I appreciate that Mr S would have been concerned that on 17 January 2020 his Marbles credit card wasn't showing a credit of £1,000 when his current account with B was showing a £1,000 debit to Marbles as pending.

But I'm not persuaded it would be appropriate for me to make any award in this respect. I say this because based on what both parties have said and submitted I'm satisfied that Marbles did its best to reassure Mr S about the £1,000 and that three days later, or one bank working day later, his current account with B was debited and recredited with £1,000 and the same sum removed from pending transactions.

I will now turn to what I understand is Mr S' dissatisfaction with how his complaint was handled and for which Marbles paid him £25 (by way of a credit to his credit card on 25 March 2020).

Our rules set out the matters that we can look at and these are; regulated activities, payment services, lending money, paying money by plastic card, and ancillary banking services. In addition, we can consider complaints about ancillary activities carried on in connection with the above. The handling of complaints isn't itself a regulated activity. It's something that the regulator - the Financial Conduct Authority - requires financial businesses to do. But that isn't enough to make it a regulated activity within the meaning of the rule; that is, one from the list of activities set out in the legislation from which we derive our powers.

We're able to consider concerns about complaint handling in some limited circumstances, for example, if the complaint handling was ancillary to something we have the power to consider. So we can, in theory, consider how Marbles handled Mr S' complaint. But there is another thing that we need to consider and that is that we can only make an award for any poor customer service in handling a complaint if we're upholding the underlying issue being complained about.

Now in this case I'm not upholding, for the reasons given above, Mr S' underlying complaint. So I can't make, and I make, no award for what I understand is Mr S' dissatisfaction about how his underlying complaint was handled.

Marbles responded to that it accepted my provisional decision.

Mr S responded to say that he didn't accept my provisional decision. In summary he said:

- He felt it was important to establish how and why his payment of £1,000 “*went missing*”.
- He had to make a number of calls, lasting too long, before Marbles agreed that he could and should send it evidence that £1,000 had left his current account with B.
- He shouldn't have had to make payments of £500 and £501 in addition to the £1,000 payment he had made.
- He made the payments of £500 and £501 whilst on holiday, which wasn't “*pleasurable*”.
- Marbles might have done its best to reassure him, but that was because of the number of calls he made to it and because of his persistence.

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 understand why Mr S would like to know how and why his payment of £1,000 “*went missing*”. But I remain of the view this doesn't need to be established to fairly decide this complaint.

I accept that Mr S might have made a number of calls to Marbles and that he feels he shouldn't have had to make the payments of £500 and £501 that he did, especially whilst he was on holiday. I also accept that Mr S might not have received the reassurance that he did had he not made the number of calls he said he did and had he not been as persistent as he says he was. But I remain of the view, for the reasons given, that taking everything into account it wouldn't be appropriate for me to make any award in respect of this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 November 2020.

Peter Cook
Ombudsman