

## **The complaint**

Mr B complains that NewDay Ltd trading as Amazon Platinum Credit Card did not process a Credit Balance Refund (CBR) in line with the timeframes they gave him.

## **What happened**

Mr B accidentally made a payment to his NewDay account, so he rang NewDay on 13 October 2022 to ask them to process a CBR for him. He says he was told that this would take 7-10 working days. Mr B didn't receive the funds by 26 October 2022, so he rang NewDay again, who informed him that if he didn't receive the refund by midnight the following day to ring them. Mr B says he tried to ring NewDay twice on 28 October, but he was disconnected after 1 hour and 18 minutes each time. This happened the following day also when he tried to ring them again.

Mr B managed to get through to NewDay on 31 October 2022, after again being on hold for over an hour, as he still hadn't received the refund. He made a complaint to NewDay on this call also. He says he was told again the CBR would take 7-10 working days but he received this on 2 November 2022. NewDay upheld Mr B's complaint. They paid him £25 compensation due to the long hold times and the trouble they had caused him. Mr B brought his complaint to our service.

Our investigator upheld Mr B's complaint. He said Mr B experienced inconvenience with excessive call times and a delay with receiving a CBR. He said NewDay should pay Mr B an extra £25 to total £50 compensation. Mr B asked for an ombudsman to review his complaint as he did not believe the compensation was high enough as it didn't even cover the minimum wage with the amount of time he spent on the phone to NewDay.

## **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.

When Mr B contacted NewDay originally, he was told that the CBR would take 7-10 working days. This should have meant that Mr B received the funds by 27 October 2022. But Mr B did not receive the funds by this date. This meant Mr B was inconvenienced by having to contact NewDay to find out where his refund was. It was four working days after this date when he received the CBR.

I've looked at the evidence that Mr B has given us regarding how much time he's spent on the phone on this issue. So I can understand his frustration at what happened here. NewDay have said that he could have used their online digital chat which would have avoided him being on hold, and while that may be correct, I would still expect NewDay to be able to deal with Mr B's query with whatever channel they make available to him.

Mr B did spend over an hour of the time on hold to NewDay before the 10 working days had expired. So there were actions he could have also taken to mitigate the impact of what happened here as he did not need to ring them until the timeframe had passed. The phone

records show a call in January also, which is after he received the CBR and after NewDay's response to his complaint.

It would generally be expected that there could be times where a customer may have to hold during busy periods for businesses. But some of the time that Mr B was on hold for would be considered excessive. So it's only fair that Mr B is compensated for the inconvenience he had having to contact NewDay after he hadn't received the CBR within the timeframe they told him.

I'm not persuaded that the £25 recognises the impact this had on Mr B. I need to be clear to Mr B that we don't link our awards to minimum wages or earnings. Our awards are not designed to punish a business. While there may have been measures he could have taken which could have mitigated some of the impact on him which I've previously mentioned, he still had to get in contact with NewDay when he didn't receive the CBR. So I agree with our investigator that the total of the compensation should be doubled to £50, which is in line with our awards for what happened here, so it follows I'll be asking NewDay to put things right for Mr B.

### **Putting things right**

Our investigator suggested that NewDay pays Mr B an extra £25 to total £50 compensation, which I think is reasonable in the circumstances.

### **My final decision**

I uphold this complaint. NewDay Ltd trading as Amazon Platinum Credit Card should pay Mr B an extra £25 to total £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 October 2023.

Gregory Sloanes  
**Ombudsman**