

## **The complaint**

Ms S complains that NewDay Ltd trading as Debenhams did not carry out a series of refunds she was expecting on her account.

## **What happened**

Ms S says that she was waiting for a number of historic refunds on her account. She said there were multiple credits she made for £119.47 in October 2015 that she was expecting a refund for. She was awaiting a refund of £106.69 from a booking agency in April 2016. As well as £87.55 from a hotel and £125.45 from a travel company. The last two transactions she said she did not recognise.

NewDay issued a final response letter in September 2022 in which they explained the £106.69 had been refunded on 13 April 2016. They noted the unrecognised payments of £87.55 and £125.45 and asked her for more information about these payments.

Ms S referred the complaint to our service as she hadn't received a full response to her complaint. Our Investigator looked into it and explained that after reviewing the statements they could see that three payments of £119.47 had credited the account in October 2015, but following the transactions on the remainder of the statements, they did not agree anything needed to be refunded as nothing was owed to Ms S when the account was closed.

They agreed that the £106.69 had been refunded on 13 April 2016. And they could see no mention of the disputed amounts of £87.55 and £125.45 in correspondence between Ms S and NewDay, so they did not agree that these were brought to their attention within a reasonable timeframe.

Ms S disagreed and reiterated that the £119.47 had credited the account three times on her statement. And she pointed out that in their final response, NewDay had said they would look into the two disputed transactions.

As an informal agreement could not be reached, the complaint has been passed to me for 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.

Having done so, I do not direct NewDay to take any further action to remedy this complaint. I'll explain why in more detail.

Firstly, I can see that the £106.69 Ms S mentioned was refunded to her on 13 April 2016, so no further action needs to be taken in relation to that transaction.

I can see on the statements that there were three credits of £119.47 to her account between 20 and 22 October 2015. Ms S has said this was not intentional, and only one of these was

intended to pay towards the credit card that month. I've considered whether Ms S has lost out because of these credits and if anything needs to be returned to her. I can see that following these payments, Ms S's account was in a credit balance. As a result, Ms S was able to use her credit card without needing to make repayments for the next few months. And as NewDay has pointed out, when her account closed, the balance was correctly brought to nil. So, I cannot see that she has lost out because of the credits, and I do not think NewDay needs to take any action.

I've finally considered the £87.55 and £125.45 that Ms S says she does not recognise. NewDay initially said they would consider these but has since said that Ms S did not raise these within a reasonable timeframe, so it will not consider them further. I've reviewed the historic correspondence between Ms S and NewDay, and I cannot see mention of these until November 2020, over four years after they debited their account. On balance, I think NewDay's decision not to review these further is fair in the circumstances due to the time that has elapsed. And under the Payment Service Regulation 2017, any disputed transactions should be raised as soon as possible and no later than 13 months after the debit date. So, I don't think NewDay has made an error in refusing to consider the transactions further.

With the above in mind, I think NewDay has taken appropriate action in this case, and I do not direct it to do anything further.

### **My final decision**

I do not uphold Ms S' complaint against NewDay Ltd trading as Debenhams.

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

Rebecca Norris  
**Ombudsman**