

The complaint

Mr B says NewDay Ltd, trading as Marbles, withheld a refund made to his (then closed) credit card account by a third-party.

What happened

In August 2022 a third-party refunded £91.90 to Mr B's credit card account. From November 2022 Mr B tried to find the payment with Marbles and obtain the refund but he said it kept his money for over a year.

Marbles didn't uphold Mr B's subsequent complaint, saying it could find no error in the administration of his account. But, in April 2023, it agreed to refund £91.90 to a bank account of his choice.

Unhappy with Marbles's response, Mr B brought a complaint to this service. On sending us its submissions, Marbles agreed to pay him £100 as compensation for any inconvenience caused in addition to the refund it had already offered. Our investigator looked into the complaint and considered that Marbles's latest offer was fair in the circumstances.

As Mr B didn't agree with the investigator's findings, the complaint was passed to me to review afresh.

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 uphold this complaint in part. I'll explain why.

It's not in dispute that something went wrong to the extent that Mr B didn't receive the refund he was expecting when he was expecting it. I can't comment in great detail about the actions of the third-party in processing the refund given the available information and because this complaint's about Marbles, not the third-party. But it does seem that the third-party attempted to refund the amount back to the Marbles account in August 2022.

It's difficult to say with any certainty, but it would appear problems arose because the Marbles account had already been closed (more than two years) before the attempted refund. I gather the account was closed at Mr B's request. Because of the sequence of events, there are no statements available after the date of closure, or around the time of the refund more than two years later, for me to review. I don't think Marbles is responsible for that.

That being the case, I can't fairly say that Marbles did anything wrong with regard to processing the refund. I realise that Mr B feels strongly that it did but I'm afraid the evidence doesn't indicate that to me on balance.

Having said that, I recognise that Mr B's been frustrated by the responses he's received from

Marbles in querying the whereabouts of the refund. As compensation for that, Marbles has offered to pay him £100 in addition to refunding him in full. Again, I'm aware that Mr B doesn't consider the offer to be fair. He's asked that it pay him £100 for every month he's had to wait for the refund.

I've thought very carefully about what Mr B's said. But, taking account of the level of inconvenience he's been caused, the refund amount, and the period of time the issue's been ongoing, I'm satisfied that Marbles's offer's fair in all the circumstances. Mr B says Marbles should face legal penalties for its actions, but I can't comment on that as this service isn't a regulator and has no power to impose fines or penalties on financial businesses.

Putting things right

In addition to paying Mr B the full amount of the refund as it's agreed to, Marbles should pay him £100 in total as compensation for the inconvenience he's been caused.

My final decision

For the reasons given, I've decided that NewDay Ltd, trading as Marbles, should put things right for Mr B as explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 December 2023.

Nimish Patel
Ombudsman