

The complaint

Mr R complains that NewDay Ltd didn't raise a chargeback for a cancelled booking when this had been previously agreed.

What happened

Mr R brought a separate complaint to our service previously about NewDay Ltd about a chargeback. In that complaint, NewDay Ltd accepted they had incorrectly told Mr R that they couldn't raise a chargeback on the transaction in question as it had been brought outside of the timescales permitted by the card scheme.

NewDay Ltd agreed to pay Mr R £75 for their error and said they would raise the chargeback upon suitable evidence from him that a refund would be provided if the booking was cancelled.

Mr R then asked NewDay Ltd to raise the chargeback which they agreed to do but only once he sent them our findings on the previous complaint. Mr R complained to NewDay about this and was told that he needed to liaise with our service, which he then did.

Mr R's complaint was passed to one of our investigators. NewDay Ltd sent their business file to our investigator and told him that they accepted they had incorrectly told Mr R to contact us when they had already agreed to raise a chargeback for him. So, NewDay Ltd offered to credit Mr R's account with the amount he'd paid for the booking which was cancelled, and to pay him £50 for the inconvenience they'd caused him.

Our investigator recommended that NewDay Ltd should pay Mr R a further £50 which they accepted. Mr R though felt this didn't fairly reflect the time he'd spent on this matter and the inconvenience he'd been caused. He felt a total of £200 was fairer, which included the refunded amount for the cancelled booking.

As agreement couldn't be reached, Mr R asked for his complaint to be referred to an ombudsman.

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.

NewDay Ltd has agreed to refund the cost of the cancelled booking to Mr R's account. So, the underlying financial loss that Mr R sought to reclaim is no longer something I need to consider, apart from me saying that NewDay Ltd should ensure that they refund this as agreed and without delay if they have not already done so.

The remaining issue is around the compensation due to Mr R for the time he spent dealing with this matter and the inconvenience this caused him. I certainly appreciate that this dispute has been compounded by NewDay Ltd making several errors which has led to Mr R bringing two complaints to us. Overall, I think £100 is a fair amount for the inconvenience

caused to Mr R for this particular complaint, noting that Mr R has previously been paid compensation under the previous, separate complaint.

Putting things right

If they have not already done so, NewDay Ltd should pay Mr R compensation for the inconvenience he's been caused by them not handling his chargeback request appropriately and should refund the amount Mr R sought to claim by chargeback.

My final decision

I uphold this complaint and direct NewDay Ltd to do the following (if they have not already done so):

- Refund £44.99 which was the amount Mr R wanted raised as a chargeback; and
- Pay Mr R £100 for the inconvenience this matter has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 November 2023.

Daniel Picken
Ombudsman