

The complaint

Mr S is unhappy with how NewDay Ltd (NewDay) handled his chargeback claim following a transaction he disputed. Mr S says NewDay didn't respond to him and failed to provide any advice after the chargeback process was completed.

What happened

Mr S had solar panels installed by a company I shall 'P'. Following the installation, Mr S raised concerns that the solar panels were not working properly. A chargeback was raised by NewDay due to this. Given the passage of time, NewDay doesn't hold record of the chargeback documents, but Mr S' statements show he received a refund on 30 June 2022.

Following the refund, P contacted Mr S in November 2022. P said that while a refund had been issued, if Mr S wanted to keep the solar panels the invoice would need to be paid. Mr S directed P back to NewDay as he said it was dealing with the dispute. P again contacted Mr S on 29 November 2022 and said he either needed to repay the outstanding amount or allow one of P's engineers to collect the solar panels. Mr S again referred P back to NewDay.

On the same day, Mr S forwarded NewDay P's emails. He asked NewDay to contact P to explain the situation and how a chargeback works. Then to contact him after doing so. The following day Mr S contacted NewDay and raised a complaint after being very unhappy with NewDay's communication to him and its failure to contact P.

NewDay says it acknowledged the complaint on 6 December 2022. Mr S emailed NewDay on 10 December 2022, unhappy with how the complaint was being handled. NewDay responded to this email and explained Mr S' concerns had been referred to the relevant department who would be in touch in due course. Mr S emailed again on 17 December 2022 as he still hadn't received a response.

On 27 December 2022 NewDay says it issued a four-week holding letter on Mr S' complaint. Mr S says he received a text message from NewDay on 6 January 2023, explaining it is taking longer to provide an answer than expected. Mr S followed this up with an email he says was sent on 23 January 2023, in this he again explained he was unhappy with how long it was taking for NewDay to provide an answer.

NewDay issued its final response to the complaint on 23 January 2023. In this it said the chargeback had been successful and a full refund provided. Therefore, the dispute was closed. NewDay acknowledged Mr S' complaint that P was now threatening and harassing him but advised this wouldn't be something it could help with and said Mr S could contact the police who would be able to help.

Unhappy with NewDay's response, Mr S referred his complaint to our service. He said NewDay should've helped him and provided advice on what to do when P contacted him following the successful chargeback. One of our investigators considered the matter and concluded that NewDay's role here was to raise the chargeback, which it did. The investigator said it was not for NewDay to advise Mr S what to do after P contacted him asking for the invoice to be paid or the goods given back.

In response Mr S said that NewDay should've advised him what to do following P's contact and that NewDay had failed to respond to multiple requests for contact and updates. As Mr S remained unhappy, the complaint has been passed to me to decide.

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 would like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

From Mr S' communication, it appears part of his complaint relates to contact with NewDay prior to him raising the complaint on 30 November 2022. I haven't however been provided any evidence that shows Mr S trying to contact NewDay following the chargeback being successful in June 2022, until his contact in November 2022. Therefore, I've considered NewDay's communication with Mr S from November 2022.

Mr S contacted NewDay on 29 November 2022, asking it to contact P. This was because P told Mr S he needed to pay the invoice for the goods or give them back. Mr S wanted to know if he had to do as P was now requesting, given his chargeback was successful.

It seems Mr S spoke to an advisor at NewDay the following day and this didn't resolve the issue. Therefore, he sent a further email raising a complaint. Mr S has said that he didn't hear anything more from NewDay despite sending further emails on several occasions. I appreciate Mr S is unhappy with the contact he received following him raising his complaint.

However, system notes from NewDay show it sent an acknowledgment to the complaint within five working days. NewDay then responded to Mr S' email of 10 December 2022 where he expressed further frustration with NewDay's communication. In response NewDay explained to Mr S that the matter has been referred and it would be in touch in due course.

The system notes from NewDay show that an update letter was then issued on 27 December 2022, this appears to have been followed up by a text message from NewDay explaining it was still looking into things. NewDay then issued its final response on 23 January 2023. This was within eight weeks of the complaint being raised.

While NewDay may not have responded right away to all the emails Mr S has shown he sent, I'm satisfied NewDay kept Mr S updated with its investigation into his complaint and provided its answer within the time frame I would expect. Based on the evidence provided here, I don't think NewDay has acted unfairly in its communication with Mr S.

I understand that Mr S' reason for contacting NewDay was for advice following a chargeback and subsequent contact from the merchant afterwards. In its final response NewDay explained that as the chargeback was successful and the amounts refunded, it couldn't assist further. It advised Mr S to contact the police if P was harassing him. While I think NewDay could've provided more details as to why it couldn't help further, ultimately, I don't think it was unreasonable for it to say it couldn't do anything more to assist him given the situation.

Following the chargeback, the dispute is now between Mr S and P. It isn't for NewDay to become involved in civil matters such as this. After the chargeback process was completed and Mr S refunded, NewDay's role in the dispute came to an end. Mr S may want to seek legal advice as to where he now stands following P's subsequent contact. That is something for Mr S to decide.

While I appreciate this will come as a disappointment to Mr S, I feel NewDay correctly advised that given the circumstances it couldn't offer any further assistance with the chargeback.

My final decision

I don't uphold Mr S' complaint against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 February 2024.

Paul Blower
Ombudsman