

## The complaint

Mr B complains that NewDay Ltd (trading as “Aqua”) wouldn’t refund him for one transaction he didn’t recognise and one transaction which he felt he shouldn’t have had to pay for. Mr B feels Aqua failed to secure his account.

## What happened

Mr B has a credit card with Aqua.

Mr B says he spotted an unrecognised transaction on his statement for £6.50 at a train station which he didn’t make. He raised this with Aqua through the “raise a dispute” function. He says he selected “goods not received” because there was no option available to indicate he didn’t make the transaction at all.

Aqua declined to refund Mr B because the claim was for ‘goods not received’ for a ‘card-present’ transaction. Aqua recommended Mr B contact the retailer directly. But only the train station name appeared on Mr B’s statement, so he was unable to do this.

Mr B also asked Aqua to refund a delivery charge of £4.99 after a delivery company was unable to fulfil the delivery of a new phone to Mr B, because Mr B was unable to provide a PIN sent to his lost mobile phone number. In his original complaint, Mr B requested a refund under Section 75 of the Consumer Credit Act 1974.

Aqua also declined to refund Mr B for this payment. They said they were unable to proceed with a claim under Section 75, because the claim amount wasn’t over £100 so wasn’t eligible.

Mr B remained unhappy so he complained to Aqua. They thought they had acted fairly and weren’t liable for the two payments. So, Mr B referred his complaint to our service. Before we began investigating, Aqua offered Mr B a refund on both payments and £20 goodwill gesture to settle the complaint. Mr B declined the offer and countered, raising the goodwill to £40. Aqua declined this counteroffer.

So, one of our investigators reviewed Mr B’s complaint. They didn’t think Aqua had made any errors and had acted fairly. They said this because:

- The digital token used to make the purchase at the train station was registered to Mr B’s device in 2022 and is the only device the token is registered to.
- The transaction information indicated that the payment was made at a fast-food outlet at the train station.
- The digital token is used regularly for genuine payments both before and after the disputed payment and given Mr B didn’t lose the phone at the time, it’s unlikely someone else used it without Mr B’s knowledge.
- The additional delivery charge was incurred because Mr B was unable to provide a

PIN to the delivery driver so Aqua, the delivery company and the merchant were not at fault and it's unlikely a chargeback would have been successful.

Aqua didn't respond to our Investigator's view, but Mr B disagreed. In summary, he said he wasn't at the train station that appears on the statement at the time and categorically denies purchasing anything from the fast-food chain. He says he was at another station in the same city and provided evidence of a ticket bought at the station at the exact time of the disputed transaction. The cost of the ticket is for the same amount that is disputed.

As an agreement couldn't be reached, the complaint was passed to me. On reviewing the case, I asked Mr B for additional information about how the train ticket was purchased and he confirmed it was purchased on his Aqua credit card. As there was only one charge for £6.50 on the day, I explained I thought it was more likely than not that the £6.50 charge was Mr B's genuine ticket purchase at another train station in the same city. I explained to Mr B that this made his transaction authorised, and I was unlikely to ask Aqua to do anything further. Similarly, I didn't think Aqua had made any errors in declining a Section 75 claim for a £4.99 charge. I said this because it didn't meet the threshold for a claim and the delivery was made, meaning Mr B received the service for which he paid. This issue appeared to be between Mr B and the provider of the phone.

Mr B didn't accept my initial thoughts. In summary, he said Aqua hadn't treated him fairly because they had provided him misleading information causing unnecessary wasted time and stress at a difficult time. He feels strongly that it's reasonable for a customer to expect the business to provide accurate information on retailers for transactions their customers make. He also said the £4.99 was related to a contract worth more than £100 so was within the scope of Section 75.

As Mr B didn't agree I've gone on to consider his comments in my final decision below.

### **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'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 won't be asking Aqua to do anything further.

Generally, Aqua is entitled to hold a consumer liable for authorised transactions, and Aqua is liable for unauthorised transactions. Mr B accepts at the time of the disputed transaction he carried out a payment for the same amount in a similar location. Even though the information on his statement indicates a different merchant, Mr B consented to make a payment of £6.50 at that time. For this reason I'm satisfied the payment was authorised.

I accept that the transaction details have caused confusion in this case. A ticket purchased at one train station appeared on Mr B's statement as a different station name in the same city. Further, when the details of that transaction were explored, a fast-food chain's website address appeared leading all parties to think the transaction was made at the fast-food chain. I know Mr B feels strongly that Aqua misled him and this amounts to a failure on their part to treat him fairly. But, I'm afraid I disagree. The way merchants appear on the statements isn't controlled by Aqua and I'm not persuaded it amounts to Aqua failing to treat Mr B fairly. I'm further satisfied that Aqua did attempt to settle this matter with Mr B to save Mr B's time and effort, but Mr B declined their offer. As such, I think Aqua acted fairly.

I've also considered whether Aqua were fair in not refunding Mr B for the £4.99 transaction

and I think they were. The charge relates to an additional delivery of an item that was delivered. When Mr B asked Aqua to raise a Section 75 claim, they were unable to do so because the value didn't reach the threshold for a Section 75 claim. While the delivery related to a contract worth more than £100, I'm satisfied the actual claim is for £4.99 and is not eligible under Section 75. I've also considered whether it was reasonable for Aqua not to raise a chargeback, and I think it was. I say this as I don't think there was a reasonable prospect of success. That's because Mr B received the service he paid for, the goods were delivered, I can't fairly say Aqua have done anything wrong here and it follows, I won't be asking them to do anything further.

I acknowledge Mr B told us the situation caused him distress at a time in which he was also going through some difficulties in his personal life – I am sorry to hear this. But, for the reasons outlined above, I'm not asking Aqua to do anything different.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 May 2026.

Cheryl Dior  
**Ombudsman**