

complaint

Mr L complains that NewDay Ltd trading as Aqua (Aqua) did not pay compensation as it had promised for the time spent and costs incurred on telephone calls he had made to it.

background

Mr L contacted Aqua to make a claim regarding a holiday he had paid towards with his credit card. Aqua declined his claim.

Mr L was unhappy about the number of telephone calls that he had to make and wanted Aqua to refund the cost of those. He said Aqua agreed to pay him £30 and that it then delayed sending that payment.

He complained to us. He wanted Aqua to agree to pay him an additional £10 and interest.

Aqua said that it only ever agreed to pay him £20. It said that it would honour that payment.

Our adjudicator didn't uphold Mr L's complain. He said there wasn't enough evidence to show that Aqua had agreed to pay £30 and that £20 was a fair and reasonable amount in the circumstances.

Mr L did not agree. He said that he had to use another means of telephoning to avoid taking his phone charges over his tariff. He said that our adjudicator also failed to take into account the time it took him to make the calls.

The matter therefore needs an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr L thought that he had made at least seven calls to Aqua between September and November 2015 to find out why his claim has not been upheld and to chase the compensation. He had some notes of these calls and was able to provide dates and for some calls the details of the person that he spoke to.

Aqua explained that it had some difficulty in tracing all of the calls based on the information provided by Mr L. It said that the number he had been calling related to previous administrators. Not all call dates provided by Mr L correlated to the account notes. It said it could not locate calls without a staff name or number and no calls were returned on a trace of Mr L's mobile phone number. However, it managed to produce three calls. I have listened to those calls and compensation was discussed in two of those.

In the first call, Mr L complained about the time spent and cost he incurred in finding out why his claim had failed. The operator initially offered to pay £10 towards his call costs. Mr L said that didn't reflect the time he had spent. The operator then offered £20 which Mr L said he would accept and requested a cheque.

In the second call, about ten days later, Mr L called as he hadn't received his cheque for £20. He said that he wanted the offer increased to £30 because he had to make further calls

costing him a lot of time and money. The operator agreed to pass on his comments to the correct department. I have heard nothing to suggest that Aqua agreed to increase the award to £30.

Although I do not have all of the calls, based on the evidence that I have been provided with, I think on balance Aqua offered to pay £20 compensation.

Mr L was asked to provide his telephone records to show the calls he made to Aqua. He provided us with his mobile phone records. I can see that he has a tariff rate on his mobile phone contract and that between June and December 2015 this was exceeded on only two occasions to the combined value of around 0.27p. I could not find a record of any of the calls that he said that he made to the number he gave us. I note that the number he told us that he was calling was a Freephone number and perhaps that is why it does not appear on the phone records. It would also mean that it should have been free to call from a land line.

Based on the evidence that Mr L has provided, I cannot see how the calls to Aqua incurred any telephone costs above possibly the 0.27p.

I acknowledge that Mr L felt he should also be compensated for the time that he spent on the telephone calls. However, the time he had spent was the reason that the compensation was increased to £20 from the £10 initially offered. I think that the offer from Aqua at that stage was generous given that I cannot see that Mr L actually incurred any telephone costs warranting the £10 that it offered to pay towards the cost of his calls. Although Mr L may have had to make further calls to chase that payment, given I think the offer was more than fair in the first instance I do not think that it merits a further award.

Aqua has told us that it is still willing to pay £20 to Mr L. I simply leave it to Mr L to decide whether or not he wants to accept it.

my final decision

My final decision is that I do not uphold this complaint. I simply leave it to Mr L to decide whether he wants to accept the £20 offered by Aqua, if it has not already been paid to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 7 March 2016.

Siobhan Kelly
ombudsman