

complaint

Mr P complains that NewDay Ltd should've done more to help him when a hotel wrongly took an extra payment from his credit card when he was abroad. He'd like compensation.

our initial conclusions

Our adjudicator upheld the complaint. He felt NewDay could've done more to help Mr P. And recommended it pay £200 compensation for distress and inconvenience. Mr P accepted this but now feels it should be more. NewDay didn't. It said its call staff can't remove pending transactions.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. There's no dispute that a hotel wrongly charged Mr P twice for a hotel bill. As a result Mr P's credit card went over the limit. His card was frozen so he couldn't use it for a few days. The hotel has acknowledged it made a mistake.

Mr P's not happy with the way NewDay dealt with this. I've seen NewDay's customer notes. These show Mr P made several calls. The hotel also called to explain the second payment had been taken in error. NewDay told Mr P it couldn't remove the transaction. At this point Mr P contacted this service and our adjudicator got involved. NewDay told the adjudicator if the hotel confirmed the mistake it could remove the transaction so Mr P could use his card again. NewDay says it offered to do this as an exception as Mr P was abroad and needed to use his card. But I've seen from the customer notes Mr P asked to speak to someone more senior. But no one was available. I think if he'd been able to do so an exception could've been made for him then for the same reasons. I do think NewDay could've done more to help Mr P given he was abroad and on holiday. I think how NewDay responded to Mr P added to his distress.

Mr P would like more than £200 compensation. He says his holiday was ruined. But he hasn't given us any evidence of actual loss. And he was able to use his card after a few days. £200 is in line with awards this service makes for distress and inconvenience so I think that it is fair. My final decision is that in full and final settlement of this complaint NewDay should pay Mr P £200.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P either to accept or reject my decision before 9 June **2016**.

Bridget Makins

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.