

complaint

Mr L complains that NewDay Ltd (trading as Aqua) gave him wrong information and caused delays when arranging a refund from a credit card.

background

Mr L held a credit card with Aqua and arranged a balance transfer for the funds he owed. A short time later he contacted Aqua as he noticed a £27 credit balance on his account. During the call on 23 August 2018 Aqua said the funds would need to be returned to the account they'd come from and asked Mr L to provide the details. Mr L gave Aqua his current account details.

The refund didn't go through and Mr L was told it needed to be applied to the credit card the funds had been received from. Mr L went on to complain. Aqua looked at what had happened and apologised to Mr L during a call on 1 September 2018. Aqua credited Mr L's account with £15 as a gesture of goodwill but he didn't feel the offer was fair.

Mr L asked the complaint handler to listen to his call from 23 August 2018 and reconsider their offer. But Aqua didn't agree to increase its offer and Mr L referred his complaint to this service.

An adjudicator looked at what had happened and said they thought Aqua had dealt with the complaint fairly so didn't ask it to increase its offer. Mr L didn't agree and asked for his complaint to be appealed to it's been passed to me to make a 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.

I've listened to the call on 23 August 2018 and to process the refund Aqua asked Mr L to provide the account details of where the funds had come from. But Mr L gave Aqua his current account details which wasn't right as the funds had come from another credit card he held. Mr L says that Aqua should've known he'd provided incorrect information because it had details of where the funds had come from already. But that assumes the call handler he spoke with had that information to hand when discussing the refund. I think if it'd been immediately obvious what account the funds had come from Aqua wouldn't have asked.

But I appreciate that Aqua could've done more to ensure Mr L gave it the correct response when it asked where to refund the credit balance. As a result, I've considered whether its offer of £15 is fair.

Mr L says that the minimum figure for an offer of this nature is normally around £50. But as a service we look at each complaint on its individual merits and make a decision based on the impact of an issue on the consumer. The impact here is that a refund of £27 took longer than expected to reach Mr L because Aqua had to clarify the account details. I appreciate Mr L feels Aqua should've awarded a minimum of £50 but I haven't been persuaded that the impact of the delay was sufficient to increase the existing settlement.

I've carefully thought about everything Mr L's told us and Aqua concerning how the issue impacted him. Having done so I'm satisfied the £15 Aqua has paid is fair in all the circumstances. As a result, I'm not telling it to take any further action.

my final decision

My decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 March 2019.

Marco Manente
Ombudsman