

## **complaint**

Mrs O complains that NewDay Limited (“NDL”) has wrongly charged her for an item, which had already been paid for by cash.

## **background**

Mrs O opened a store card account with NDL in early June 2015 whilst in a store, (“S”), in order to obtain a discount for an item. Mrs O said that her husband had paid for the item by cash. But she later learned from her store card statement that the item had been charged to her account without her knowledge.

The adjudicator didn’t recommend that the complaint should be upheld. She said that she had based her view on what she felt was most likely to have happened. She noted that the receipt for the item confirmed that the transaction was applied to Mrs O’s store card. She explained that S hadn’t expressed any concerns about the member of staff who served Mrs O and that there was no discrepancy in the till on the day the disputed payment was made. There was also no CCTV footage. But, the evidence suggested that the item was paid for on the store card only. Without information to prove otherwise, she was unable to uphold the complaint.

Mrs O disagreed and responded to say, in summary, that she didn’t believe what S had said. She didn’t accept that CCTV footage wasn’t available. She believed that the receipt was based on false information. She couldn’t understand why NDL had agreed a credit to her account if it believed it had acted correctly.

## **my findings**

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

Where things are not clear, or in dispute, I make my findings on what I think is most likely to be the case. I take into account the evidence which is available to me and the wider surrounding circumstances.

Like the adjudicator, I appreciate that Mrs O sincerely believes that her husband paid for the item by cash. And because of this, I can understand why she believes that S is providing inaccurate information.

But, I have checked Mrs O’s receipt for the item and I can see that it shows the last four digits of the temporary card number allocated to her store card. This temporary number is also shown on the credit agreement which Mrs O signed.

I also note that S said that the 10% discount wouldn’t have been applied to the item unless it had been paid for with the store card. As the receipt shows that the 10% discount was applied, this also suggests that payment for the purchase was made with the card.

I note that Mrs O doesn’t accept that CCTV evidence isn’t available. But S said that this was no longer available due to the length of time that had elapsed. I don’t think that this is unreasonable. I also note that there was no discrepancy on the relevant till.

I can also see that the goodwill gesture of £20 plus a refund of interest and a late fee was applied to Mrs O's account by NDL because it had delayed in responding to Mrs O's letter of 1 July 2015. I think that this is appropriate compensation for its unsatisfactory customer service in not responding to the letter.

Having carefully considered the circumstances of this complaint, the evidence I have seen suggests that the item was only paid for by store card. So, on balance, I don't think I have the grounds to instruct NDL to refund the cost of the item to Mrs O's account.

**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 Mrs O to accept or reject my decision before 9 December 2015.

Roslyn Rawson  
**ombudsman**