

complaint

Mr R complains that NewDay Limited, trading as Opus, will not refund four credit card transactions which he says he did not authorise, and has not helped him to try and recover his money from the recipients.

background

Four transactions totalling just over £400 were debited to Mr R's credit card account in early 2015. He says these were not authorised by him and he wants them refunded.

NewDay says the payments were authorised but that it tried to recover the payments for Mr R under the chargeback scheme. One of the payments has in fact been refunded, but the two recipients involved have refused to refund the remaining three because they were payment for goods ordered by Mr R and delivered to him. Mr R says he did not receive the goods.

Our adjudicator did not recommend that the complaint should be upheld. She concluded, in summary, that the three remaining payments were authorised by Mr R – because they were made using his credit card details, including a three digit verification number on the back. She was also satisfied from the evidence provided that the goods had been sent to Mr R's address.

Mr R has not accepted the adjudicator's conclusions, and still says that the payments were unauthorised and no goods were received.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

From reviewing the evidence provided by NewDay I find that Mr R appears to have signed up to some type of trial offer for the goods involved. The online address used to sign up was that of Mr R, and the card details provided included the three digit verification number shown only on the back of Mr R's credit card. I conclude from this that the payments were authorised by him, and cannot require NewDay to refund the amounts involved.

Mr R says that he did not receive the goods, in which case the normal remedy is for the credit card company to use the chargeback scheme to try and recover the money involved. This NewDay did, and one transaction was refunded. The merchants refused to refund the other three, and provided documentary evidence that the goods involved were sent to Mr R. I am satisfied from this that NewDay did try to help Mr R recover his money as far as it was possible under the chargeback scheme.

my final decision

My final decision is that I do not uphold this complaint against NewDay Limited, trading as Opus.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R to accept or reject my decision before 12 November 2015.

Malcolm Rogers
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