

complaint

Miss R complains about NewDay Ltd ("NewDay") in respect of its handling of a dispute and follow up request. Miss R feels that NewDay were unhelpful to her when she needed evidence of a payment being made, and that it kept her on hold for a long time. She wants compensation for her inconvenience and anxiety.

background

Miss R has a Debenhams credit card, operated by NewDay.

In June 2017 Miss R made a payment to a third party course provider using her card.

When Miss R received her credit card statement, the payment appeared under a different name. Miss R did not recognise the payment and so she contacted NewDay, concerned that it was a fraudulent transaction.

On the basis of Miss R's call, NewDay initiated a chargeback dispute and refunded the charge to Miss R's account.

In September 2017, Miss R was contacted by the provider and realised what the payment had been for. She then contacted NewDay and asked that the dispute be cancelled and the payment returned to the provider.

Approximately two weeks later, NewDay confirmed that the dispute had been cancelled and released the funds back to the provider.

The course provider was not able to identify that it had received the funds. As a result it withheld Miss R's course completion certification from her until she could demonstrate that she had paid the fee.

Miss R contacted NewDay in early October 2017 asking that NewDay provide written confirmation that the dispute had been cancelled and the payment made. When calling, Miss R was kept on hold for lengthy periods.

When Miss R spoke to the disputes team she was advised that her credit card statement was the evidence of the payment.

The provider would not accept Miss R's credit card statement and wanted a headed letter from NewDay confirming that the payment had been made.

Miss R contacted NewDay again in late October and spoke with the disputes team. It was again confirmed to her that the call centre was not able to write out a confirmation letter to her and that her statement was the written evidence of the payment being made.

During this conversation, the agent indicated that the only part of the business which could write out non standard letters was the complaints team.

Miss R then submitted a complaint.

NewDay sent Miss R a final response letter in November 2017. NewDay did not consider that it had delayed in providing her with this confirmation as it had properly processed and

cancelled the dispute. It did, however, recognise that she had been put on hold for long periods when she had called, and offered her £20 compensation for that inconvenience. It attached with that letter written confirmation to the provider that the dispute had been cancelled and that the payment had been made.

Miss R was not satisfied with this response and approached us to consider her complaint.

One of our adjudicators has looked into this matter and set out a view to the parties. He considered that the business had acted properly in initiating the dispute and then cancelling it when Miss R recognised the transaction. He felt that the business was not obliged to provide written confirmation of the payment being made as it had supplied the statement, and providing additional letters was not a service which NewDay provided. He thought that the business could have helped Miss R resolve matters more quickly by treating her request as a complaint at an earlier stage and so he invited NewDay to increase its offer of compensation. NewDay agreed to increase its goodwill gesture to Miss R to £50.

Miss R was not satisfied with this and asked for an ombudsman to review her complaint. She felt that this offer was not sufficient to reflect the anxiety she felt when she thought she was going to be unable to start her job without the course certification.

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 have, in particular, listened to the available calls between Miss R and NewDay, and I have seen confirmation of the times Miss R spent on calls.

Having listened to the calls, I appreciate how anxious Miss R was during this time. In one of the calls Miss R explained to the agent that the third party provider had been very unhelpful and would not communicate with her, terminating calls with her. I can understand how frustrating that would have been for Miss R when the provider's stance meant that she was not able to start her job.

I also understand why she was asking NewDay to take action to help resolve her situation, since the course provider would not assist.

I cannot, however, conclude that NewDay's decision not to issue a letter outside of its processes was unfair or unreasonable. Providing a bespoke letter to a third party is not something that NewDay was obliged to do and its initial refusal to do so was reasonable.

The agent from NewDay made clear to Miss R that the call centre where they were based did not have the facility to send out letters and that only the complaints team would be able to send a bespoke letter, but that complaint handling timescales would then apply. Once Miss R learned this and submitted her complaint, the letter was issued within approximately two weeks.

I recognise that Miss R could have potentially resolved her situation sooner had she contacted the complaints team earlier, but I do not criticise the business for not treating Miss R's calls as a complaint at an earlier stage. This is because it was not apparent from the calls that she was making a complaint about NewDay, rather than asking NewDay to help her with a service which the business did not provide.

As a result, I do not uphold this part of Miss R's complaint.

In respect of being kept on hold for long periods, I have reviewed Miss R's phone records and see that she was on the phone to NewDay for long periods in October and that these calls cost her approximately £15.

NewDay has acknowledged that there were particularly high call volumes at that time and offered Miss R £20 to reflect the inconvenience of her being kept on hold. This has subsequently been increased to £50 and remains open to Miss R to accept.

I do think that these waits caused Miss R some expense and inconvenience, but think that the offer made by NewDay is sufficient to reflect this.

I appreciate that Miss R felt considerable anxiety during this time, and does not consider that £50 addresses that distress. I think, however, that the main cause for Miss R's distress was the provider's behaviour towards her, and its stance in withholding her qualification, rather than being kept on hold.

I consider that £50 appropriately reflects the impact of NewDay's failings and, as a result, I would not ask it to do any more.

my final decision

For the reasons set out above, I think that NewDay Ltd failed to answer Miss R's calls in a timely manner. NewDay Ltd has offered to pay Miss R £50 compensation for her distress and inconvenience and I think this is fair and reasonable.

I do not uphold the remainder of Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 24 August 2018.

Laura Garvin-Smith
ombudsman