

complaint

Mrs T complains that NewDay Ltd credited a payment to her husband's store account instead of hers.

our initial conclusions

The adjudicator recommended that the complaint should be upheld. He considered that the store should have noticed that Mrs T had given it her husband's card which did not match the statement balance she was paying. The adjudicator considered that NewDay should have been more proactive in taking steps to find where Mrs T's payment had been allocated. The adjudicator recommended that it should pay Mrs T £25 compensation for this.

NewDay does not agree. It says that Mrs T should have given the correct information when she was paying off her balance. NewDay adds that it refunded the fees that were added to the account.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs T and the business have provided.

I appreciate that a customer must take some responsibility for ensuring that they give correct payment details when paying off their balance. I consider however that there must also be some onus on the store collecting the payment to check that it is allocating the money to the right balance. It does not appear that this was done.

Mrs T had to make seven phone calls to NewDay and to her bank to try and find out where the payment she had made had gone. She incurred the cost of phone calls in doing so. Mrs T also wrote four letters trying to sort the problem. Given that I find that NewDay had some responsibility for checking the payment was allocated to the correct balance, I find that Mrs T should receive £25 compensation. This compensates her for the time she spent in finding her payment, and the cost of the phone calls she incurred.

My decision is that I uphold this complaint. NewDay Ltd should pay Mrs T £25.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T either to accept or reject my decision before 9 July 2015.

Rosemary Lloyd

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.