

## **complaint**

Miss M complains about the length of time taken by NewDay Ltd, trading as Aqua, to refund a duplicate payment. She also complains that NewDay Ltd has overcharged her.

## **background**

Miss M made two payments of £159 towards her Aqua credit card balance instead of one in July 2016. She asked for the money back, and it was repaid into her bank account in October 2016. She says Aqua debited her credit card with another £159 in January 2017 and so she has overpaid Aqua by this amount.

Aqua accept taking too long to refund Miss M's duplicate payment and has paid her £35 compensation for the delay. It says Miss M hasn't made a second overpayment as her account would've been in credit by the £159.

Miss M complained to us and our adjudicator upheld her complaint having looked at Aqua's records in detail. He thought Miss M made two payments to Aqua in December 2016 of £109 and £159. He also thought Aqua should refund the overpayment of £159, and pay compensation of £100 for its mistake as well as the interest Miss M paid.

Aqua accepts it's made mistakes and has agreed to refund the interest of £37.65 and pay compensation. But it doesn't accept Miss M overpaid it. It says the £159 may have been in relation to a chargeback that was credited and then debited from her account.

## **my provisional decision**

I issued a provisional decision on this complaint. Having done so I came to the overall conclusion that Miss M hadn't overpaid Aqua.

I looked in detail at Miss M's credit card statements and account history. I could see that in July 2016 she made two payments of £159. That meant in August 2016 her account was in credit by that amount. In October 2016 Aqua reversed the payment by debiting her credit card by £159 and paying that amount into Miss M's bank account. I thought Aqua then acted fairly by crediting her credit card with £35, as it took some time to action Miss M's request for the money to be given back to her.

I could then see in December 2016 the credit of £35 appeared on Miss M's statement along with her payment of £109. There was also a credit of £159 described as a payment with a date of July 2016. The adjudicator has come to the conclusion this was a payment by Miss M. But I thought it more likely this was a mistake by Aqua or the result of a chargeback claim. I didn't see any evidence Miss M made this payment, and the reference attached to it suggests it was made by Aqua.

I thought Aqua then debited Miss M's account in January 2017 with the £159 that it either wrongly credited the previous month or by reversing the chargeback claim. So I thought it more likely this wasn't overpayment by Miss M.

I didn't think Aqua had been clear in its dealings with Miss M. And I said I understood how confusing this situation must be for her. Aqua couldn't explain why the transactions appear on Miss M's account. And I appreciated Miss M was left in a position where she was unsure how much she owed Aqua. So I agreed with the adjudicator that Aqua should refund the

interest of £37.65 as well as pay compensation of £100 which I thought was fair and reasonable.

I said that I hoped Aqua would look at the circumstances of the credit of £159 it made in December 2016 as well as the code it applied. I also hoped it would provide a clearer explanation of what happened.

I said that I understood Miss M's concern about the impact all of this may have had on her credit file. But I was satisfied that no adverse data had been recorded on it.

Aqua has accepted my provisional decision but unfortunately hasn't provided a clear explanation for the December credit of £159.

Miss M says she did pay the full credit card balance in March 2017.

### **my findings**

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've reached the same decision as I did in my provisional decision.

I've said in that decision why I think Aqua should pay compensation and refund the interest.

### **my final decision**

My final decision is that I uphold this complaint in part. I order NewDay Ltd, trading as Aqua to pay Miss M compensation of £100 and refund her the interest she paid of £37.65.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 1 December 2017.

David Singh  
**ombudsman**