

## **complaint**

Miss M has complained that NewDay Cards Ltd, or 'Aqua' as they're also known, didn't allow her request for a permanent 'chargeback' of around £150 to her credit card.

## **background**

Miss M bought goods via eBay and paid for them via PayPal through her Aqua credit card. When Miss M received the goods, she concluded they weren't genuine. She tried unsuccessfully to obtain a refund via eBay and PayPal. She then tried via Aqua.

Miss M made a chargeback request to Aqua. Aqua re-credited the sum but then re-debited the account when Miss M failed to reply to a letter of theirs within the set time-limit.

Miss M is unhappy that Aqua re-debited her account. She says this also caused her to incur unnecessary charges and interest.

Miss M's main point is that eBay told her to destroy the goods in order to obtain a refund. She doesn't blame eBay for her not receiving a refund. She says it's PayPal and Aqua who haven't helped her as they should.

Aqua's final response to Miss M's complaint said they'd turned down her chargeback request because Miss M hadn't returned the goods to the seller. In fact, the immediate reason Aqua had turned down Miss M's request was that she hadn't replied to their letter asking her to provide more information to support her claim.

Our investigator didn't uphold Miss M's complaint. She described what the evidence indicated had happened, including the letters Aqua sent to Miss M and their content. And she concluded Aqua had acted within their rights to reverse the re-credit and not agree to the chargeback, because Miss M didn't respond within the required time-limit to Aqua's letter asking for more information.

Although the point hadn't specifically come up, the investigator also mentioned she thought a claim under section 75 of the Consumer Credit Act wouldn't be successful.

Miss M didn't accept the investigator's conclusions.

## **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'm sorry to disappoint Miss M but I too have concluded her complaint doesn't succeed. My reasons are basically the same as the investigator gave.

I can understand Miss M's feeling that she should be able to get her money back from someone. The only question I'm allowed to deal with, however, is whether Aqua has acted fairly towards her. Aqua isn't responsible for what eBay told Miss M to do or for what PayPal has done.

To be clear, Aqua isn't obliged to refund Miss M just because she did what eBay told her to do.

The chargeback scheme has its own rules that parties have to keep to. The seller challenged the chargeback and Aqua wrote to Miss M asking her for more information. The letter referred to strict time limits and asked Miss M to reply within 14 days; if she didn't, Aqua would assume she no longer wished to proceed with her chargeback request and would re-debit the account. Miss M didn't reply, and Aqua re-debited the account.

I have to say that Miss M's chargeback request was likely to have failed in any case, as it's a condition that the goods have to be returned to the seller, and Miss M couldn't do this because she'd destroyed them in the light of what eBay told her to do.

So, while I sympathise with Miss M and she must naturally be feeling she's out of pocket through no fault of her own, I don't think Aqua is or was obliged to agree to her chargeback request. Aqua received her request and took it forward, but they weren't obliged to go further with it when Miss M failed to reply to their request for more information.

### **my final decision**

I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 24 March 2020.

Roger Yeomans  
**ombudsman**