

## **complaint**

Mr S complains about a refund which he says is due to him from NewDay Ltd (Aqua).

## **background**

Mr S closed his Aqua account in March 2016. He says that at the time of closure he made an overpayment to clear the balance and was told that any overpayment plus interest would be refunded to him. Mr S says he never received a refund.

Mr S says that separately to the issue of his overpayment, he received a cheque in or around June 2016 in respect of what he believes was an interest error made by Aqua. Mr S was unable to cash the cheque due to personal circumstances and asked Aqua to re-issue this, as well as look into the issue of a refund of his overpayment.

Aqua told Mr S that there was no refund due because his account was not in credit when it was closed.

Mr S asked for an explanation of why a cheque had been sent to him previously if he was not owed any money. He received a letter from Aqua telling him that he wasn't owed any money.

Mr S says that he complained to Aqua by telephone and received a further letter telling him that he wasn't owed any money. He's unhappy that Aqua didn't deal with his complaint within 8 weeks. When Aqua sent its final response it didn't uphold his complaint but it offered to credit Mr S's account with £30 as a goodwill gesture.

Mr S remained unhappy. He wants interest and compensation.

Aqua said that Mr S hadn't overpaid his account. It said it sent a cheque for £28.15 because of a new fee charging policy which it had introduced in January 2016. Aqua acknowledges that there had been delays in dealing with Mr S's complaint and re-issuing the cheque.

The adjudicator didn't uphold the complaint. He said there was no evidence that Mr S had overpaid his account in 2016 and that the offer of compensation was fair and reasonable.

Mr S didn't agree. He said he had made a complaint to Aqua on 5 August 2017 and the final response hadn't been received until 12 December 2017 (following involvement by this service). He said he had been told several times by Aqua that he wasn't owed any money when he was sure he was, and feels that he hasn't been adequately compensated for his time and the inconvenience caused to him.

## **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've looked at the statement for Mr S's account and I can see that the account was not in credit when it was closed. Whilst I appreciate that Mr S is of the view that he made an overpayment to close his account and that he was entitled to a refund, I'm satisfied that the statements show that this was not the case.

I can see that Aqua sent a cheque to Mr S in or around June 2016 for £28.15. Aqua has explained that this comprised a refund of charges and interest in relation to fees which were incorrectly applied to Mr S's account following the introduction of a new charging policy.

Looking at Mr S's statements I can see that he wasn't actually charged any fees or interest following the introduction of the new charging policy. The cheque for £28.15 which was sent to Mr S must therefore have been sent in error because no refund was due.

I can see that Aqua has re-issued the refund to Mr S (by crediting his account with £30). Aqua has explained that it made a business decision to do this even though Mr S wasn't charged fees or interest. I can't say that Aqua has acted unreasonably in the circumstances.

I understand that Mr S is frustrated that his complaint wasn't dealt with by Aqua in a timely manner. I'm only able to consider the information which is available to me and although I haven't been able to listen to the call dated 5 August 2017 I've no reason to disbelieve Mr S when he says that he made a complaint on this date.

Aqua has acknowledged that there was a delay in dealing with Mr S's complaint and as well as crediting his account with £30 it has offered £50 compensation for poor service.

Taking all of the circumstances of the complaint into account, and bearing in mind that Mr S has received a refund to which he was not entitled, I think that Aqua's offer is fair and reasonable and I won't be asking it to do anything further.

### **my final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 May 2018.

Emma Davy  
**ombudsman**