

complaint

Mrs C complains about the response of NewDay Ltd ("ND") to her complaint about the price she was charged for items bought with her credit card.

background

Mrs C says she used her credit card to buy some concert tickets online through a third party business that I'll call Business A. She says when she received the email confirmation of purchase she noticed the amount charged was both higher than expected and was in US dollars rather than sterling. And she says she complained to Business A about the matter, but didn't get a satisfactory response, so she took the matter up with ND.

Mrs C also says ND rejected her complaint about the matter. But she says she doesn't believe ND's fully understood the nature of her complaint against Business A and the protection that using her credit card to make the purchase should provide.

ND says Mrs C's claim was rejected as there'd been no breach of contract by Business A. And it says if she could provide evidence that there'd been a breach of contract, it would be happy to review the matter.

Our adjudicator thought Mrs C's complaint shouldn't be upheld.

Mrs C disagreed with the adjudicator's conclusions. She said she believes Business A misrepresented the total of its fees and charges during its booking process which led her to committing to a purchase she wouldn't have made. She said she shouldn't have been charged in dollars, thereby incurring a £20.56 non-sterling transaction fee. And she said the service she received from ND in the handling of her claim had been poor.

So, the matter's been referred to me to make a final decision.

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 decided not to uphold Mrs C's complaint and I'll explain why.

There's no dispute that Mrs C received the tickets she'd agreed to buy. So, I think ND's right to say there wasn't a breach of contract by Business A for which ND's responsible as her credit card provider.

But I also have to consider whether there was any misrepresentation by Business A when Mrs C bought the tickets.

I acknowledge Mrs C's told us Business A misrepresented the total of its fees and charges during its online booking process. And she's given us information from the media suggesting other consumers may have experienced similar issues. But I see Business A says the price she was charged was shown throughout the purchase.

And, in the absence of any independent information confirming what information Mrs C was given, I can't conclude it's most likely there was any misrepresentation by Business A about

the price or the currency in which payment was to be made during the purchase of the tickets. So, this means I can't uphold this aspect of Mrs C's complaint against ND.

I see Mrs C's also complained about the service she received from ND in the handling of her claim. And she's unhappy it didn't notify her of the outcome. But ND says it didn't receive some of her emails. And, taking everything I've seen into account, I don't have enough information to conclude the service ND gave Mrs C fell sufficiently below the standard reasonably expected to justify me requiring it to pay her any compensation.

So, for these reasons, I can't fairly and reasonably uphold Mrs C's complaint.

my final decision

I don't uphold Mrs C's complaint against NewDay Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 9 February 2019.

Robert Collinson
ombudsman