

complaint

Miss H complains about the service she got from NewDay Ltd trading as Aqua (Aqua) after she sent a cheque and letter which were not received.

background

Miss H told us she'd sent cheques and letters to Aqua in the post on various dates to settle her account with Aqua. It told her the cheques never arrived, so her Aqua account was blocked and late payment charges were added. She says one cheque was cancelled and one went missing – the 2 cheques were for a total of £150. And a total of £24 in late charges were added to her account.

Her account has now been unblocked. But she wants her missing cheque to be accounted for and the late payment charge to be removed. She also wants compensation for her time and money spent calling Aqua about these issues – she estimates she spent 25 minutes at 10p per minute on calls. She also complains about the way Aqua has dealt with her complaints.

Aqua told us it received several cheques – one each for £60, £70, £100 and £50. The £100 cheque was reversed by Miss H's bank, so it couldn't carry on with processing it. Aqua had also refunded one of the late payment fees and paid Miss H £10 to cover the cost of her calls.

Aqua says it wrote to Miss H to tell her about the reversed cheque. It said it hadn't made any banking errors.

Miss H complained to this Service. Our adjudicator thought the complaint shouldn't be upheld because it wasn't Aqua's fault the cheque had been cancelled. And that the offer of £10 was a fair settlement. Miss H disagreed with the adjudicator's view and asked for the matter to be looked at again.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided not to uphold Miss H's complaint for more compensation. And I'll explain why.

Firstly, I do appreciate that Miss H has spent a lot of time on trying to sort out these matters with Aqua. But it does look as though Aqua has received her cheques and has credited them to her account - except for one cheque for £100. So I don't think any of the cheques is still missing at this stage.

It also looks as though Aqua couldn't process the cheque for £100 because Miss H's bank had cancelled and reversed it. I do understand why Miss H was very frustrated by this, but it wouldn't be fair or reasonable for me to say it was Aqua's fault that it couldn't process the cheque. I saw also that Aqua did write to Miss H with information about the cancelled cheque.

It did lead to an added late payment charge, but Aqua has offered to repay her the £12 charge which was applied because of this cheque. And it also offered to pay her £10 to cover the cost of her calls.

Taking everything into account, I don't think it would be fair to ask Aqua to pay any more compensation to Miss H. So I don't uphold her complaint.

my final decision

My final decision is that I do not uphold this complaint and I make no award against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 12 February 2016.

Amrit Mangra
ombudsman