

The complaint

Mr R complains that NewDay Ltd has accessed his credit file and performed a credit search without his permission.

What happened

Mr R said he'd noticed a credit search on his credit file, made by NewDay. He said he hadn't authorised that, and he thought it was fraudulent. He thought NewDay was engaging in identity theft. He said he'd tried to discuss this with NewDay, but it wouldn't deal with his complaint and had used offensive language. He wanted compensation, and he wanted NewDay to be fined for defrauding him.

NewDay said it had received an application for a credit card from Mr R. The credit card he'd applied for was branded with the name of a travel company, but NewDay supplies it. NewDay said it had checked the travel company's website. The information was clear that it was NewDay running the credit card. It's shown us that web page.

NewDay said it had previously agreed not to send Mr R any marketing material. And it hadn't.

NewDay had done a credit check to see if it could give Mr R the card he'd applied for. It had decided not to give him the card. That was because of adverse information it could see on his credit file from other lenders.

NewDay said it wouldn't take this search off Mr R's file. He'd made an application for credit. NewDay said the search reflected that.

Our investigator didn't think this complaint should be upheld. She confirmed that the website said this card was managed by NewDay. So she thought it wasn't unfair for NewDay to have processed the application Mr R made. And it wasn't unfair to run a credit check as part of that.

Our investigator looked at the information NewDay received from this search. She didn't think it was unfair for NewDay not to offer Mr R a card. She wouldn't ask NewDay to remove the search. And she wouldn't tell NewDay that it had to give Mr R a card.

Our investigator didn't think Mr R had been subjected to offensive language as part of this complaint. She said all the communication appeared to have been in writing. And she didn't think it was offensive.

Mr R didn't agree. He asked for his complaint to be considered by an ombudsman. So it was passed to me for a final decision.

What I've decided – and why

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

I think that the travel company made clear the card Mr R applied for was being managed by NewDay. So I don't think NewDay did anything wrong when it did a credit search. It did that as part of processing Mr R's application. I don't think that's fraudulent or identity theft. And I don't think NewDay has to remove that search from Mr R's credit file.

Mr R didn't complain about NewDay refusing to give him a card. But, like our investigator, I've checked the information NewDay got. And I don't think it was unreasonable or unfair for NewDay to decide not to give Mr R a card.

It seems as if Mr R didn't realise NewDay was managing this card. He has strong views about NewDay, so it's possible Mr R may not have wanted the card anyway, once he was aware of this.

I've read carefully the documents that Mr R and NewDay have sent us. I think that when Mr R talks about offensive language being used by NewDay, he may have been referring to a previous complaint. But in case he wasn't, I've considered the communications he had with NewDay for this complaint. Those have been in writing. I don't think NewDay has been offensive to Mr R.

I know Mr R will be disappointed, but I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 July 2020.

Esther Absalom-Gough
Ombudsman