

## **The complaint**

Mr A complains that NewDay Ltd didn't change the due date for his credit card payments after he'd requested this several times.

## **What happened**

In July 2019, Mr A asked NewDay to change the due date for his credit card payments. He said he'd been out of work and had recently found a new job. He was aware he'd missed the payment that was due the previous week but said he wouldn't be able to pay it until after he'd been paid. He asked for the due date to be changed from around the beginning of the month to the 28th.

NewDay told him to call back after he made July's payment. It could look at changing the due date once his account was up to date. But it wouldn't be changed for August, it would be changed for the following month.

Mr A phoned NewDay several times over the next couple of months to discuss the payment date. In September 2019, NewDay offered Mr A a one-month payment holiday to give him the opportunity to bring his account up to date. Mr A decided to accept the payment holiday which meant that he wasn't charged any interest or fees on the account while it was in place.

Mr A remained unhappy. He was frustrated that he'd had to call NewDay so many times and that he'd been told he'd needed to pay the balance when he'd been unable to do so. This had resulted in him being behind on his payments and had impacted his ability to pay other bills. He was also concerned about information that had been recorded on his credit file.

NewDay said it wasn't able to change the payment due date while there were arrears on the account, and it had explained this to Mr A. But it acknowledged its notes showed that more than once the account had been diarised to do the change once the payment had been received and this was not done. NewDay offered Mr A £65 compensation for the trouble caused and the time taken to respond to his complaint.

Mr A wasn't satisfied with NewDay's offer of compensation. He said he'd made it clear in July that he wasn't able to make a double payment. As NewDay hadn't amended the billing date he'd been a month behind on his payments every month. NewDay had blocked him from using his card and had reported that he was missing payments to the credit reference agencies.

Our investigator looked into Mr A's concerns. She thought NewDay should have recognised sooner that Mr A wasn't able to make two monthly payments at once and have offered him appropriate support. She recommended that NewDay increase its offer of compensation to £100 because of the trouble and upset caused.

The investigator also considered Mr A's comments about his credit file but didn't feel it was unreasonable that a late payment marker had been applied to it.

NewDay agreed with our investigator's recommendation and increased its offer of compensation to £100. But Mr A didn't think £100 was enough. He said he accepted our investigator's reasons and justification, but he was expecting a minimum of £200 compensation.

As Mr A has disagreed with our investigator's recommendation, his complaint has been passed to me.

### **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.

NewDay has accepted our investigator's findings and agreed to pay the compensation she recommended in her view. Mr A says he agrees with most of our investigator's conclusions, but he doesn't think the amount she recommended NewDay pay him is enough to compensate him for the trouble and upset he's experienced. So, I've needed to consider if £100 is a reasonable amount to settle his complaint. Having done so, I think it is. I'll explain why.

NewDay had a duty to treat Mr A positively and sympathetically if it was aware, he was experiencing financial difficulties.

I agree with our investigator's conclusion that NewDay should have done more to help Mr A earlier on. It could have offered Mr A a payment holiday in July 2019, when Mr A first said he needed more time to make that month's payment and wouldn't be able to make a double payment.

I'm also mindful that NewDay did offer the payment holiday to Mr A less than three months later and this gave him the opportunity to get his account back on track. So, I've thought about the impact the delay in providing this solution had on Mr A.

I appreciate it would have been a worry for Mr A that he continued to be behind on his payments after asking NewDay for help. He was frustrated that he had to make several phone calls to NewDay, where he felt he wasn't being listened to or treated fairly. And he was blocked from using his card for longer than was necessary.

Although NewDay didn't help Mr A as soon as it should have done, I think NewDay did treat him positively and sympathetically. And I feel that the £100 NewDay has agreed to pay Mr A is fair compensation for the trouble and upset he's experienced as a result of this delay.

### **Putting things right**

NewDay should pay Mr A £100 for the trouble and upset caused.

### **My final decision**

For the reasons I've explained, I uphold Mr A's complaint and direct NewDay Ltd to pay him £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 May 2020.

Anne Muscroft  
**Ombudsman**