

The complaint

Miss J complains she was unfairly charged fees on her credit card account by NewDay Ltd trading as Marbles Card ("NewDay"). She's also unhappy NewDay ignored her complaint.

What happened

Around September 2019 Miss J says she paid her monthly payment on her credit card before the statement was sent. She'd paid it too early to count towards the minimum amount due that statement month and a fee was applied to her account. On 4 October 2019, she contacted NewDay to query the fee. NewDay says it wasn't clear at the time what Miss J was unhappy about. But the contact notes we've been given say if she was to call back, it should be explained, the fee could be refunded if she cleared the over limit amount.

A few days later, Miss J made several calls to NewDay during which she raised a complaint. The notes say she ended the calls early and she was reluctant to tell the call handlers why she was calling. The investigation notes say her complaint was about not being called back and having to provide her identity information each time she called. NewDay didn't think it did anything wrong but it refunded three fees applied to her account as a goodwill gesture.

Unhappy NewDay hadn't looked into things properly, Miss J came to our service. When she initially complained, she said she'd been overcharged interest and as NewDay thought this was a new complaint, it asked for time to look into it. It later became clear Miss J was unhappy with the fees added – and she says NewDay ignored this complaint previously.

Our investigator upheld the complaint. He thought the call notes indicated Miss J had raised a complaint about payment issues on 4 October 2019 so NewDay should've realised what her complaint to our service was about. He didn't think NewDay had provided a good enough service and had delayed things being resolved. He thought the fees were charged fairly but said NewDay should refund the remaining three fees charged between October and December 2019 and pay Miss J £100 for the delays and frustration caused.

NewDay didn't agree with our investigator. It said the fees had been charged in line with its terms. It didn't think it was obvious Miss J was complaining about the same thing she raised during the call on 4 October 2019 and it wasn't unreasonable to expect she'd go into more detail about what her complaint was about. As the complaint wasn't resolved, it was passed to me to decide.

my provisional findings

I issued a provisional decision on this complaint in November 2020. I didn't think the complaint should be upheld, in summary because:

- I thought the charges were applied fairly when Miss J went over her credit limit.
- I wasn't satisfied Miss J raised a complaint on 4 October 2019 when she called NewDay – or that it should've been clear that this conversation formed part of her complaint.

- Miss J's said the complaint made her anxious but I thought it was reasonable to expect she'd explain why she was unhappy so NewDay could look into things.
- I wasn't satisfied it should've been clear that Miss J was actually unhappy about the fees applied to her account or that her complaint related to her call on 4 October 2019.
- I wasn't persuaded NewDay was ignoring Miss J's complaint or that it should've been aware of it because of her call some days before.
- I accepted the call handler on 4 October 2019 could've told Miss J NewDay was willing to refund the overlimit fee rather than only writing it in the call notes. But as it refunded the fees as a goodwill gesture later anyway, I didn't think this made a difference.

I asked both parties to make any further comments before I reached a final decision. NewDay didn't respond to my decision. Miss J said she didn't agree with my decision and felt I had ignored that she'd made a complaint online.

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.

Miss J has said she made a complaint online to NewDay but she's not given us any further details. That includes when she made it or whether it was about this same issue. I've checked NewDay's complaint notes, and the only reference I can see to Miss J complaining online is when NewDay suggested she do so if she didn't want to provide her verification details over the phone. And she told the call handler she'd prefer to speak to someone. She didn't mention here that she'd already done so and it hadn't been responded to.

In any event, even if Miss J did make a complaint online, I don't think it makes a difference to the outcome of this complaint. I say that because Miss J got in touch with NewDay over the phone shortly after she thought something had gone wrong. And although it didn't agree there was a problem, it refunded three of the fees charged as a goodwill gesture. And I think it's unlikely it would've done anything differently – or significantly quicker – if it had responded to her online complaint. So whilst I appreciate Miss J might feel frustrated if she didn't get a response to her online complaint, I think NewDay has already done enough.

My final decision

For the reasons I've given, I don't uphold Miss J's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 26 February 2021.

Nadya Neve
Ombudsman