

The complaint

Mr H complains that NewDay Ltd (“NewDay”) won’t write off his credit card debt (“debt”). He also complains that NewDay won’t amend what it has reported in respect of this debt to credit reference agencies.

What happened

Mr H’s complaint was considered by one of our investigators who came to the view that it shouldn’t be upheld. In summary she said she was satisfied that NewDay had done nothing wrong in its administration of Mr H’s debt and that she had seen insufficient evidence to conclude that what had been reported to credit reference agencies by NewDay was inaccurate.

Mr H didn’t agree and so his complaint has been passed to me for review and 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.

Having done so, I can confirm that I’ve come to the same outcome as the investigator and for the same reasons. There is also very little I can usefully add to what has already been said.

Having considered what both parties have said and submitted I’m satisfied that NewDay has sold on Mr H’s debt. I’m also satisfied that when NewDay sold on Mr H’s debt, which it was entitled to do, it was neither aware, nor should it have been aware, that such a sale might be unfair, unreasonable or inappropriate.

Because NewDay has sold Mr H’s debt on to a third party which, as I say above, I’m satisfied it could do, even if I was to agree with Mr H there is simply no debt in NewDay’s books in his name to be written off.

Finally, I would add that like the investigator I’ve seen insufficient evidence to be able to conclude that what has been reported to credit reference agencies by NewDay is inaccurate.

My final decision

My final decision is I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 March 2021.

Peter Cook
Ombudsman