

## **The complaint**

Mrs K is unhappy with how NewDay Ltd responded to concerns she had about potential fraud occurring on her account.

## **What happened**

Mrs K had a NewDay administered credit account. In October 2021, Mrs K received an email from NewDay which stated that her credit account application had been received and that a new PIN would be sent to her. This was of concern to Mrs K as she hadn't made a new application or requested a new PIN. A similar email was received by Mrs K the following month, in November 2021. Mrs K wasn't happy about this and was concerned that fraudulent activity might be occurring on her account. So, she raised a complaint.

NewDay looked at Mrs K's complaint. They issued a response which began by referencing an incorrect complaint issue. However, the complaint response then continued by confirming that NewDay had no record of sending the emails to Mrs K that Mrs K had concerns about and suggested that the emails might have been received from an illegitimate sender.

Mrs K wasn't satisfied with NewDay's response, so she referred her complaint to this service. One of our investigators looked at this complaint and liaised with NewDay about it. In response, NewDay reassessed Mrs K's complaint and agreed that the initial response hadn't been of the standard they aspire too, including that it hadn't attempted to address or alleviate the fraud concerns that Mrs K had. Because of this, NewDay made an offer of £30 compensation to be paid to Mrs K in acknowledge of the lack of content within their initial complaint response and the trouble and upset that this may have caused.

Upon completing their review, our investigator felt that NewDay's offer of £30 compensation did represent a fair and reasonable resolution to what had happened. However, Mrs K remained dissatisfied, so the matter was escalated to an ombudsman 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 can appreciate how Mrs K might have had concerns having received the emails that she did. However, NewDay have confirmed that they have no record of sending these emails to Mrs K, and having reviewed the emails its notable that the email address from which they were sent isn't a match to NewDay's own email address format.

As such, I'm satisfied that the emails that Mrs K received were most likely sent by an illegitimate party and were an attempted scam – albeit a sophisticated and convincing one. And given the professional looking content and format of these emails, I can appreciate why Mrs K believed that they may have come from NewDay directly.

Luckily, Mrs K seems to have recognised that the emails may not have been legitimate, and so approached NewDay advising of her concerns about potential fraud. So, I can appreciate

how it must have been unsettling for Mrs K to have received a response from NewDay that initially addressed a different concern to the one that she'd raised, and which then did little to alleviate her concerns about potential fraud occurring on her account.

NewDay have acknowledged these points themselves during their correspondence with this service, and they've made an offer to pay £30 compensation to Mrs K in recognition of any upset or trouble their response to Mrs K may have caused.

Matters of compensation can be subjective, with an offer considered as being fair and reasonable by one party not being considered as being such by someone else. But the £30 that NewDay have offered here does feel fair to me, given the full circumstances of this complaint, and I can confirm that it's commensurate with what I may have instructed NewDay to pay as compensation to Mrs K, had they not already offered to do so.

In arriving at this position I've considered that NewDay don't appear to have sent the emails under consideration, and only became aware of them when Mrs K brought her concerns to NewDay. As such, the compensation under consideration here isn't for the issuance of incorrect emails by NewDay, but only for the way which NewDay responded to Mrs K's concerns about those emails. And while I accept that NewDay's response should have been more accurate and reassuring, I feel the £30 NewDay have offered to Mrs K does provide fair compensation for the standard of that initial response that NewDay issued to Mrs K.

So, while I will be upholding this complaint in Mrs K's favour, I will only be doing so in order to formalise the £30 offer of compensation to Mrs K that NewDay have already made. I realise this might not be the outcome that Mrs K was wanting, but I hope she'll understand, given all that I've explained, why I've made the final decision that I have.

### **Putting things right**

NewDay must make a payment of £30 to Mrs K.

### **My final decision**

My final decision is that I uphold this complaint against NewDay Ltd on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 28 September 2022.

Paul Cooper  
**Ombudsman**