

The complaint

Mr M is unhappy with the service NewDay Ltd, trading as Marbles, has provided across three different issues and the resolution it has offered.

What happened

On 9 December 2021 Mr M made three attempts to withdraw cash using his Marbles credit card. The transactions were blocked until he spoke to NewDay and went through additional security checks. Customer services did not initially know why the block had been applied.

In late December 2021 Mr M was in touch with NewDay about his statement date as he received an email saying his next statement was due imminently, and the pending charges may take him overlimit which would generate a fee. On its digital chat NewDay confirmed this had been sent in error and his next statement date would be 8 January 2022.

On 2 February 2022 Mr M tried to make a payment using the Marbles app but it failed repeatedly so he had to call NewDay. He then made the payment successfully.

NewDay explained the ATM withdrawals declined as the transaction was flagged by its fraud prevention system so further checks were needed. There was no error. But it agreed Mr M had received less than optimum service when corresponding about the statement date and when he couldn't use the app to make his payment. For these two issues NewDay apologised and paid Mr D £60 compensation for the inconvenience caused.

Mr M says he had to spend a lot of his own time to resolve these issues, and the email sent in error about his statement date left him worried. He wants a proper apology and proper compensation.

Our investigator did not uphold Mr M's complaint. She said NewDay's response to Mr M's complaint was fair and reasonable. The cash withdrawals needed to be checked for Mr M's protection after NewDay's fraud system flagged them. There was confusion after the email sent in error about his statement date, but this was quickly resolved. And whilst technical problems meant he had to call NewDay to make his payment, rather than use the Marbles app, NewDay had apologised for these two issues and compensated Mr M appropriately.

Mr M disagreed with this assessment and asked for an ombudsman's review. He did not provide any further comments.

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 am not upholding Mr M's complaint.

The details of the three issues Mr M raised - that our investigator set out in detail and neither party challenged - are not in dispute. What remains in dispute is what NewDay ought to do now.

I do not find any failings on the part of NewDay with regards to the first issue. It has a responsibility to protect its accountholders from any suspected fraudulent activity and after Mr M spoke to NewDay, on the same day, the block was lifted and he successfully made a cash withdrawal.

With the regards the miscommunication around statement dates and the app not working when Mr M tried to use it, I can understand Mr M was frustrated and inconvenienced. It wasn't good service. But I find NewDay has responded fairly. Both issues were resolved in a short time period and NewDay apologised. Given the scope of the issues I find £60 to be suitable compensation.

It follows I am not instructing NewDay to take any further action.

My final decision

I am not upholding Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 October 2022.

Rebecca Connelley
Ombudsman