

## **The complaint**

Mrs K complains that NewDay Ltd trading as Evans Mastercard (“NewDay”) upgraded her store card account to a credit card account against her wishes.

## **What happened**

Mrs K held an Evans branded store card for a number of years. More recently, NewDay provided and managed the administration of the account.

Due to changes within the parent company of Evans, Mrs K says she was given the option to upgrade her store card to a credit card. But for personal reasons, Mrs K didn’t want her account to be upgraded. She says she told NewDay this on several occasions, but they continued to send her reminders.

NewDay confirm they wrote to Mrs K in June 2021 to explain they were upgrading her account to a Mastercard credit card. They gave Mrs K the option to decline the upgrade. But Mrs K says she didn’t receive that letter. And because NewDay didn’t hear from her, they sent a new Mastercard to her in October 2021.

Mrs K was extremely unhappy with what had happened. She said this had upset her greatly and caused significant distress and worry. So, she contacted NewDay to complain. She thought NewDay should compensate her for what had happened and its impact on her.

NewDay agreed to cancel the new card and investigate. Later that month, NewDay responded to Mrs K’s complaint in writing. They apologised if Mrs K hadn’t received their letter but thought they shouldn’t be held responsible if it wasn’t received. NewDay didn’t feel they’d acted unfairly or unreasonably, so weren’t in a position to compensate Mrs K. Unhappy with NewDay’s findings, Mrs K referred her complaint to this service.

Have considered all the information and evidence available, our investigator didn’t think NewDay had acted unfairly or unreasonably. Mrs K didn’t agree with our investigator’s findings. She didn’t think all the facts had been considered. She said NewDay had offered her incentives to change to a credit card, and this hadn’t been considered. But our investigator wasn’t able to find any evidence to support Mrs K’s testimony, so found no reason to vary from their original view.

As an agreement couldn’t be reached, Mrs K’s complaint has been passed to me to consider.

## **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.

At the outset, I believe it’s important to explain the role of this service when considering Mrs K’s complaint here.

It isn’t the role of this service to supervise, regulate or impose fines on any business. It’s also not our role to ask a business to alter their policies or procedures or impose improvements on the level of service offered to their customers. These aspects fall firmly within the remit of the regulator – in this case, the Financial Conduct Authority (FCA).

But it is our role to examine and decide whether a business has been fair and reasonable in the manner in which those policies and procedures are applied in the individual circumstances of Mrs K's experience with them. When considering her complaint, I've also considered any relevant rules and regulations set down by the FCA in their handbook – where they apply.

Mrs K has been very open with this service about her personal circumstances and I'd like to thank her for that. I completely understand and appreciate why she didn't want to upgrade her Evans store card account to a credit card.

Mrs K says NewDay had previously written to her on many occasions asking her to change her account to a credit card. She says she'd received at least four letters and had called them to explain her individual circumstances. Mrs K asked them to stop sending her letters, which she says they agreed to.

If there is a dispute about what happened, I must decide on the balance of probabilities – that is, what I believe was most likely to have happened, given the evidence that is available and the wider surrounding circumstances. Unfortunately, NewDay aren't able to provide any file notes or records to support Mrs K's recollections. Her account has now been closed and NewDay's call recordings are only kept for 12 months. Mrs K is also unable to provide copies of any of the letters she refers to. So, while I don't doubt Mrs K's recollections, the lack of evidence from both parties means I couldn't reasonably say NewDay acted unfairly here.

NewDay have provided a sample copy of the letter they sent to Mrs K in June 2021. They said the Evans Store Card programme was closing and invited her to upgrade to an Evans Mastercard. The letter also made it clear what Mrs K needed to do if she didn't want to upgrade her account. Unfortunately, Mrs K says she didn't receive this letter. But she has confirmed she did receive the credit card in October 2021. So, it does appear NewDay held the correct address for Mrs K.

NewDay, like many businesses, use a third-party company to deliver their letters. So, once despatched, they wouldn't then have control over the letter's final delivery. Because of that, I can't reasonably hold them responsible if it wasn't delivered to Mrs K.

I've considered very carefully Mrs K's complaint here. NewDay weren't able to continue her Evans store card account. This was their business decision and not something this service is able to challenge or change. So, accepting Mrs K says she'd asked them to stop contacting her about upgrading, I believe the nature of the account changes did mean a choice had to be made to either upgrade the account or close it. And before NewDay did that, they needed to explain that to her and at least provide the option. There was no longer a choice to leave things as they were, and I don't think it would've been right to simply close Mrs K's account without first giving her the option.

I completely understand and appreciate Mrs K's strength of feeling here. Ultimately, once she contacted NewDay, they cancelled her new card immediately without Mrs K ever using it. They also closed her account and reflected this in her credit file – all without any unnecessary delays. This is what I would expect them to do here.

I realise Mrs K will be very disappointed. But I haven't found anything to suggest NewDay did anything wrong here. And there's certainly nothing within the information I've seen to suggest she was treated unfairly or unreasonably. So, I won't be asking NewDay to do anything more.

### **My final decision**

For the reasons set out above, I don't uphold Mrs K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 8 December 2022.

Dave Morgan  
**Ombudsman**