

The complaint

Ms G complains that NewDay Ltd trading as Marbles did not respond to her email and they did not refund fees they charged her.

What happened

Ms G says she contacted Marbles on their email address to make a repayment plan. She had made a payment, but she asked them for fees that had been applied to be removed given the payments she had made. She believed her query was being dealt with, but after some time, she received no response, so she made a complaint to Marbles and forwarded her query to the Chief Executive Officer.

Marbles did not uphold Ms G's complaint. They said the statement notification email they send her informs her that the email is sent from an unmonitored email address and the email also instructs the user not to reply to it. Marbles said as a goodwill gesture, they would refund the last two £12 late payment fees that they charged her. Ms G brought her complaint to our service.

Our investigator did not uphold Ms G's complaint. He said Marbles had acted fairly as they didn't receive payments from Ms G between December 2021 and March 2022 and payments made afterwards were not enough to clear the arrears that had then built up. He said that her statements clearly showed how payments can be made and when they should be made, by including how payments are calculated when arrears are owed. He also said the statements clearly show how Marbles could be contacted to discuss the account should any issues arise. Our investigator said it clearly showed in the email sent to Ms G that the email address shouldn't be replied to and that it was unmonitored. Ms G asked for an Ombudsman to review her complaint.

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've considered what Ms G has said about Marbles not responding to her email she had sent them. It appears that Ms G sent them an email on 25 April 2022 in response to the monthly statement notification that Marbles sent her on 22 April 2022. But Marbles have provided us evidence that the email contained the following wording:

“This email was sent to (Ms G's email address) from an unmonitored email address. Please do not reply to it. This email is confidential and intended for the addressee only. Please delete if that is not you.” So I'm satisfied that Marbles made it clear that she should not respond to the email address that she did respond to as it was unmonitored. While I understand the point Ms G has made about the email she sent not receiving an automatic reply or the email address not giving an indication that it shouldn't be replied to (such as starting with noreply@ for example), the email was still clear that she shouldn't respond to it. So I can't say that Marbles did anything wrong by not responding to the email when it was sent to an unmonitored address, and they had made her aware of this.

From the default notice that Marbles sent Ms G on 26 February 2022, it was clear that she needed to “*pay £123.82 by no later than 19 March 2022, using one of the ways shown overleaf*”, But Ms G did not do this as her direct debit was returned, so she had not cleared the full arrears by the date on the letter. This letter also said if she couldn’t pay the arrears, then she should contact them directly and they gave her a telephone number to do so – not an email address. So if Ms G was unable to make the arrears payment, she should have rung Marbles direct as instructed by them.

On the communication that Marbles sent her on 19 April 2022, less than a week before she emailed them, Marbles urged her to call them – and provided the telephone number to do so, to set up an affordable plan. So again, Ms G would have been able to do so by following the instruction set out in their communication. So I’m satisfied that Marbles clearly made her aware of the consequences of not clearing the arrears and they specifically stated on more than one document that she needed to call them to set up an affordable plan.

I’ve looked at Ms G’s statements regarding the fees charged. But I’m not persuaded that Marbles have acted outside of the terms and conditions – that Ms G would have needed to agree upon submitting her application – by charging her a fee for late payments or unpaid direct debits. So I’m not persuaded they acted unfairly by not refunding any fees they were entitled to charge Ms G. But as a gesture of goodwill they refunded two of the £12 fees, which I’m satisfied it was reasonable of them to do this. And when the account was terminated it does not appear Marbles charged any further fees. So it follows, I don’t require Marbles to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms G to accept or reject my decision before 7 February 2023.

Gregory Sloanes
Ombudsman