

## **The complaint**

Mr I complains that NewDay Ltd trading as Marbles unfairly recorded a default and arrears. He's also unhappy that he's received letters despite being in a debt management plan.

## **What happened**

Mr I held a Marbles credit card. He experienced financial difficulties and entered into a debt management plan. Under the plan, Mr I agreed to make monthly payments of £26.81 to NewDay. NewDay removed the arrears from Mr I's account on 4 April 2022 and Mr I made a payment of £26.81 on 5 April 2022.

NewDay produced a statement of account on 7 April 2022, it says it received no payment from Mr I between 7 April and 15 June 2022 and because of this it sent a default letter to Mr I on 16 June 2022.

Mr I complained to NewDay. He felt that the arrears and the default had been unfairly recorded. NewDay didn't uphold the complaint. It said it hadn't received the correct payments and that the arrears were valid.

Our investigator upheld the complaint. He said that Mr I had agreed to make monthly payments irrespective of the date when statements of account were produced. The investigator said that Mr I had made a monthly payment on 5 April 2022 for the month of April, and that NewDay had acted unfairly in sending 60 day arrears notices and recording a default.

NewDay didn't respond to the investigators view so I've been asked to make 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.

NewDay says that Mr I missed two payments which should have been made between 7 April 2022 and 15 June 2022. This period encompasses two statement of account periods with statements generated on 7<sup>th</sup> of each month.

Mr I agreed to make a monthly payment to NewDay via his debt management plan. I haven't seen anything to suggest that NewDay required the payment to be made on a particular date. Because he's in a debt management plan, Mr I has no control over the date that the payment is made.

I can see that Mr I made his payment for April 2022 on 5 April 2022. He made his payment for June 2022 on 15 June 2022. He missed his payment in May 2022. Notwithstanding the missed payment in May 2022, I don't think NewDay had acted fairly in implementing a 60-day arrears notice. I'm satisfied that Mr I met his payment obligations in April and June and there aren't 60 days arrears here.

### **Putting things right**

To put things right, NewDay must amend its records so that payments received from Mr I are recorded as being received for the month in which they were paid, irrespective of the date when the statement of account was generated. NewDay must show the April obligation as satisfied and the June obligation as satisfied. It must then correct the position by reversing the default notice and removing the default.

### **My final decision**

My final decision is that I uphold the complaint. NewDay Ltd trading as Marbles must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 4 February 2023.

Emma Davy  
**Ombudsman**