

The complaint

Ms H complains that NewDay Ltd trading as Amazon Platinum Credit Card closed her account despite her ringing NewDay to see if she needed to take further action.

What happened

Ms H had a NewDay Amazon branded credit card, but NewDay wrote to Ms H in August 2022 to let her know this card would be closing and it could be transferred to a new branded card. Ms H says she rang NewDay when she received this letter and she asked the call handler if she needed to do anything to transfer to the new branded credit card, but she says he told her she didn't need to do anything. Ms H says she was able to log into the new branded app, but she later realised she wasn't able to use her credit card, so she rang NewDay who informed her that her account had been closed due to her not taking the necessary action required to migrate her account to the new branded credit card. Ms H made a complaint to NewDay. She also complained about the service she received from NewDay.

NewDay partially upheld Ms H's complaint. They said they sent her a notification between 11-12 August 2022, advising her of an important notification regarding her account. They said between 1-2 September 2022 they sent her an email and a text message to remind her of the Amazon closure and confirming the switch date which would include an introduction to the new brand. They said they contacted Ms H between 20 - 23 September with a second and final reminder via email and text message about the Amazon closure. NewDay said that due to the fact there was no response to the notifications they sent her, they were no longer able to switch over her account as it had been closed. NewDay said they were disappointed to learn that she didn't receive a high level of customer service and as a gesture of goodwill they had credited her account with £45. Ms H brought her complaint to our service.

Our investigator did not uphold Ms H's complaint. He said although Ms H says she called NewDay in response to the letter she received, and she says she was told she didn't need to take any action, NewDay has no record of this call, so he wasn't able to listen to what was discussed. He said NewDay gave clear and reasonable notice that her Amazon card wouldn't be usable after 11 November 2022. He also thought the £45 compensation for the customer service fairly addressed the service she received in the calls. Ms H 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.

Firstly, I'm aware that I've only summarised Ms H's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I've considered what Ms H has said regarding her phone call with NewDay after she received the letter in August 2022. NewDay have sent our service a search of recorded calls from Ms H's mobile number between 22 August 2022 (the date of the letter) to 6 November 2022 – the date which she had to take action to receive the new branded NewDay credit card. So I'm satisfied that NewDay don't have a recording of the call Ms H says she had with NewDay after she received the letter, so I'm unable to comment on what was said in this phone call.

I've had a look at the letter dated 11 August 2022. I'm satisfied that this is clear what Ms H needed to do. I say this because page two of the letter has a section of how she can get the new branded card. It tells her that she needs to opt into receiving one and she had to ring an automated phone number where she would have to enter her account number. On page four of the letter it is once again reiterated to Ms H what she needed to do to receive a new branded NewDay credit card, and it shows the automated telephone number and the instruction that she would need to enter her account number. It also shows she would need to activate the new branded card they send her within 90 days.

Ms H confirmed to our investigator that she couldn't find the telephone number quoted on the letter from her outgoing calls from August 2022 to February 2023. And as the letter was clear this was an automated telephone line, then I'm not persuaded that she would have been able to speak to a call handler by ringing the specific number on the letter. That's not to say that Ms H didn't speak to a call handler on a separate NewDay telephone number, who told her to do nothing, but it would appear that Ms H did not ring the specified automated telephone number and enter her account number as the letter said on two occasions she would need to do this. So as Ms H didn't take the action that the letter had set out for her to do by 6 November 2022, then I can't say that NewDay made an error in closing her account.

I've considered what Ms H has said about the customer service she received from NewDay. It is not the role of this service to say how NewDay should respond to her complaint or who she should be able to speak to (such as a complaint handler's manager) as part of her complaint as these are decisions for NewDay to make. I've looked at the wording from the complaint handler about him trying to ring Ms H on his March 2023 response to her, and I'm persuaded he was just telling Ms H that he had tried to ring her, but he was unsuccessful. I know Ms H has said that she tried to ring him back, but she got through to an automated system telling her not to worry. But as the complaint handler set out his response and gave Ms H referral rights to our service, then NewDay are not required to keep communicating with the complainant after this point.

I know that Ms H wanted to speak to a manager in response to the complaint handler's response to her complaint. But she was informed that their complaint manager's don't take calls. As this would be a commercial decision for NewDay to make, and not one our service can interfere with, then I can't say that NewDay should have made a complaint manager speak to Ms H. But NewDay have acknowledged that the service wasn't as good as it should have been. From Ms H's testimony, she appears to have had issues in raising complaints with NewDay. So I'm satisfied the £45 they credited her account was fair in these circumstances. So it follows I don't require NewDay 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 H to accept or reject my decision before 31 October 2023.

Gregory Sloanes
Ombudsman