

The complaint

Ms A complains NewDay Ltd didn't treat her fairly when it made changes to her credit card account.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Miss A had an Amazon branded NewDay credit card account. In August 2022 NewDay informed Miss A its partnership with Amazon was ending. It said, in brief, her existing account would close unless she opted into a new account branded as 'Pulse'. It gave her a deadline of 11 November 2022 to opt in. While I accept Miss A considers an 'opt out' process should have been used, rather than an 'opt in' one, it was for NewDay to decide how it wanted to manage the change and I don't find anything inherently unfair or unreasonable with NewDay doing as it did.

NewDay has shown it sent two emails and two text messages to Miss A to make her aware of the change and the need to review a letter in her online account. While Miss A considers this insufficient communication, and says NewDay made things difficult and confusing, I don't agree. In my view the number of communications were reasonable and proportionate. I find the letter which set out what was happening, why, what Miss A's options were and what she needed to do, was clear. And I find the process to opt in, and the timeframe provided to do so, reasonable.

Miss A says she wanted a Pulse account and did opt in, so she should have been given one. I'm not persuaded Miss A did opt in before the deadline. I say this because NewDay has provided its system notes and a search of its incoming calls logs. These show contact from Miss A in July 2022 and December 2022. There is therefore no evidence from NewDay, and I have seen no compelling evidence from Miss A, that any calls took place within the opt in period. As I'm not persuaded Miss A opted in by the deadline, it follows I find it was fair and reasonable for NewDay not to change her account to a Pulse account.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 29 August 2023.

James Langford

Ombudsman