

## **The complaint**

Ms A complains NewDay Ltd (NewDay) failed to implement a promotional balance transfer offer on her credit card account.

## **What happened**

Ms A says she telephoned NewDay in early February 2023 and says she was eligible for a zero percent balance transfer offer. Ms A says she made a number of calls to NewDay that day as she changed her address details and activated a new credit card and was cut off more than once causing frustration.

Ms A says when she checked her credit card account she discovered she hadn't been provided with the promotional balance transfer interest rate just at the existing rate on her credit card account.

Ms A says if she had known she wasn't being offered the promotional interest rate she wouldn't have gone ahead with the transfer. Ms A wants NewDay to honour the zero percent balance transfer offer.

NewDay says from the telephone call recordings it has located, the agent Ms A spoke to explained to her the interest rate on the balance transfer would be at its standard rate along with a 2.99% fee, which Ms A had acknowledged and agreed to. NewDay says it has done nothing wrong.

Ms A wasn't happy with NewDay's response and referred the matter to this service.

The investigator looked at all the available information but didn't uphold the complaint. The investigator says she had listened to all of the available call recordings in early February 2023, and in one call it was explained to Ms A the balance transfer would be at the standard rate which Ms A had accepted.

The investigator couldn't say she felt that Ms A had been misinformed.

Ms A didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for 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.

Having done so, I won't be upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been upsetting for Ms A to carry out a balance transfer only to find it wasn't at the promotional rate she believed had been agreed.

When looking at this complaint I will consider if NewDay acted fairly when it carried out the

balance transfer at its standard rate of interest and not at the preferential promotional zero percent offer that Ms A says had been agreed.

Ms A's complaint centres around the fact when she telephoned NewDay on 7 February 2023, amongst a number of calls that day she spoke with an agent who had agreed a zero percent balance transfer, but the call was cut off and when she called back to the same agent the balance transfer process was completed but unbeknownst to her this was at NewDay's standard interest rate and not the previously agreed promotional interest rate. Ms A says she wouldn't have carried out the transfer if she had known that.

I have listened to four separate telephone call recordings Ms A made on 7 February 2023 and in one call the agent clearly states the balance transfer would be conducted at its standard rate along with a balance transfer fee of 2.99%, which Ms A acknowledges and accepts.

Ms A says there was an earlier call with the same agent where the promotional rate was discussed but having requested all call recordings from NewDay it has checked its records and cannot locate that earlier call. While I'm not disputing there may have been an earlier telephone conversation, I can only consider the evidence that has been made available to this service. It's not possible for me to insist a call recording is provided if NewDay have reassured this service it has checked its records, but the call cannot be located.

It's also worth pointing out NewDay have informed this service that balance transfers can be arranged over the telephone at any time at the standard rate, but promotional offers are by personal invitation only and there's no evidence to show that Ms A received any such invitation here.

I understand Ms A says there was mention of a zero percent balance on her statement and it's possible this point may have been discussed with the agent before she was cut off, but that's not to say this was an invitation for a new balance transfer at zero percent. What I can say, is in the phone call I have listened to the agent does make clear the balance transfer would be at its standard rate and makes no reference to a promotional rate.

While I have some sympathy with Ms A here and although she may not agree, the fact remains she was informed of the balance transfer rate being at a standard rate and she accepted that. Given that, on balance I am satisfied NewDay have implemented the balance transfer at the rate it told Ms A here.

While Ms A will be disappointed with my decision, I won't be asking anymore of NewDay here.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 12 December 2023.

Barry White  
**Ombudsman**