

The complaint

Miss B has complained about NewDay Ltd's actions in respect of a credit account she has with it.

What happened

Miss B has an account with NewDay. She's explained that she didn't receive an item she'd ordered from a third party, using her NewDay finance.

NewDay says it didn't receive payments for the item from Miss B, and so it recorded late payment markers on her credit file, and ultimately passed the debt to a debt collector.

One of our investigators looked into what had happened, but didn't recommend that the complaint should be upheld. She could see that when Miss B contacted NewDay to say the item hadn't been received, it asked her to provide it with specific information. As she didn't, it was reasonable for NewDay to expect the repayments to continue being made. As they weren't, it was fair for it to record this on Miss B's credit file, and pass the debt to a collector.

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'm not upholding this complaint. I know this will be disappointing for Miss B, and I'm sorry that she's experiencing a difficult time.

But I agree that NewDay acted fairly, because Miss B didn't provide the information it needed to proceed with disputing the transaction with the third party. So, it was reasonable to consider the money owing, and subsequently take the actions it did.

Although I'm pleased to see that the issue around the purchase has moved forward, it still remains the case that NewDay's actions were reasonable in the circumstances.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 15 February 2024.

Elspeth Wood
Ombudsman