

## **The complaint**

Mr H complains that NewDay Ltd (NewDay) has been unhelpful to him when he has been trying to use and activate his credit card.

## **What happened**

Mr H has a NewDay credit card account which he opened in January 2021. He never activated or used the card. In March 2023 NewDay wrote to Mr H to let him know if he didn't use the card before 4 June 2023 it would close for dormancy reasons.

Mr H tried to use the card on two separate occasions, 9 April and 12 May 2023. Both attempts were declined.

On 9 April 2023 Mr H raised a complaint about this through a third-party complaint platform. NewDay didn't respond to Mr H's complaint and so he referred it to this service.

While our investigator was looking into Mr H's complaint NewDay made an offer. It said:

- it was sorry it hadn't responded sooner to Mr H's complaint and offered £25 to recognise this.
- Mr H's attempts to use the card had been declined because the card hadn't been activated and he needed to do this first.
- Mr H's credit card account remained open and so he could activate it now and begin to use it.

Our Investigator thought this was a fair offer and put this to Mr H. Mr H accepted the offer but wanted a contact email address to be provided to him for NewDay or a link to a secure portal to activate his card. NewDay needed Mr H's correct email address confirmed to be able to send him a code to set his online account up.

Mr H's email address was provided to NewDay and it confirmed it sent Mr H an online registration number to his email address on 21 September 2023, to allow him to set up an online account. Mr H seems to have had further issues setting the account up and so asked for his complaint to be referred to an Ombudsman to decide. The matter has now been passed to me.

## **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.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But this doesn't mean that I've not considered everything that both parties have given to me.

NewDay has confirmed it hasn't closed his account and if he activates his card, he will be able to use it. Mr H was sent the card activation details in a letter when he first opened the account. I can't hold NewDay responsible for him not doing that. This is what led to him not being able to use the card when he tried in April and May 2023. So, I don't think NewDay did anything wrong here.

NewDay has confirmed it has resent Mr H an online registration number to set up his 'online account manager', (it's version of an online secure portal) so he can activate the card. It sent this to his email address, which he confirmed was the correct one, on 21 September 2023. So, it is now for Mr H to set his online account manager up and activate his card.

Mr H has expressed he has found this difficult to do but hasn't been clear what it is that he is finding difficult. So, I have taken a look at NewDay's website and can see there are instructions to help him which he can find [here](#). If he clicks on the 'need help' section, there is a video explaining how to register his account online. There is also a phone number he can use to contact NewDay if he needs further assistance or would prefer to activate his card by telephone.

Mr H has asked for an email address to be provided to him, but NewDay don't communicate with it's customers in this way. I can't say this is unfair as it's a business' own commercial decision how it communicates with it's customers and it does have an online alternative in the online account manager. So, I don't think NewDay needs to provide him with an email address to communicate.

NewDay recognises that it didn't respond to Mr H's complaint from April 2023 and offered £25 to recognise this. In the circumstances I think this is fair.

### **Putting things right**

Upon acceptance of this decision NewDay should pay Mr H the £25 it has offered.

### **My final decision**

For the reasons set out above, I currently uphold this complaint and I require NewDay Ltd to carry out the actions as set out under the 'Putting things right' section of this decision

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 January 2024.

Amber Mortimer  
**Ombudsman**