

## **The complaint**

Ms R complains that NewDay Ltd trading as Pulse Credit Card didn't apply a payment she made to her credit card account.

## **What happened**

In December 2022, Ms R says she made a payment of £650 from her bank account to her NewDay credit card account. Ms R says the payment wasn't applied to her account. Ms R says she checked with her bank and the payment had been sent. NewDay also confirmed receiving the payment, but she says it still hadn't credited this to her account.

Ms R said that she has serious mental health problems, and this situation has caused her no end of anxiety and depression.

To put things right, Ms R says she wants the payment sent back to her bank account, her NewDay account closing, an apology and compensation from NewDay, as well as an explanation as to who stole her money.

NewDay responded to Ms R's complaint and upheld it in part. It explained that the payment had been credited to her account on 2 December 2022 and was visible on her 6 December 2022 statement. It accepted that the letter it sent to Ms R on 21 December was poorly worded and that the payment had always been on her account – but it agreed it should have been clearer about this. It apologised about not responding to Ms R's emails regarding her situation. It apologised for the things it got wrong and offered to pay Ms R £55.

The Investigator felt that NewDay had done enough to put things right for Ms R, and so they felt the £55 offer was fair.

Ms R didn't agree with the Investigator's view. In summary, she didn't feel the £55 was enough to compensate her for what had happened. Following the receipt of a data subject access request (DSAR), she felt information in there showed that something had gone wrong and a payment had been 'lost'. Ms R also said she was unhappy with some of the information provided as part of the DSAR, because it suggests that NewDay hadn't considered Ms R's mental health condition.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

Since the complaint has been brought to this service, Ms R has raised further issues with NewDay not providing statements in a timely manner following the closure of her account and has commented on information she is unhappy with as part of the DSAR. I can only consider this complaint up until the point that NewDay has issued its final response letter. Any subsequent issues will need to be considered under a new complaint if Ms R wants to do this.

## **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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I'd like to express my empathy for Ms R's situation. I can see that she's been through a very difficult time. In reaching my conclusion, I don't wish in any way to downplay or disregard the situation Ms R is in. But being independent means, I have to take a step back and consider what both parties have said. And I have to look to see if NewDay has acted fairly and reasonably when dealing with Ms R. And while I accept it could have done better, I think the £55 it has already agreed to pay Ms R is enough to put things right in this case. And I'll explain why.

Looking at the evidence available to me, I don't find that the payment of £650 Ms R made to her NewDay account was ever 'lost'. I can see that it was credited to her account on 2 December 2022 – reducing the balance at this point. And the payment was visible on her statement which was produced on 6 December 2022. It isn't clear why Ms R thought the payment was missing – other than I can see she said it wasn't viewable in her transactions. It's possible this could be because the payment had already been applied to Ms R's statement at the point she checked it. But overall, I don't find that the payment had gone missing, or that it wasn't viewable to Ms R on her statement.

I can see Ms R has recently said she it took weeks for NewDay to tell her that the payment had been credited to the account, but I don't agree with this. NewDay's notes suggest that it received an email from Ms R on 19 December 2022 about the payment. I can see it issued her with a letter explaining it had received the payment two days later. I can see Ms R says she first contacted NewDay on 14 December 2022 to complain about the 'missing' payment – even if I take this earlier date into account, I don't find it took an unreasonable amount of time for NewDay to look into the matter and get back to Ms R to let her know the payment had been credited to the account.

I accept that the letter NewDay sent to Ms R on 21 December 2022 about the payment could have been more helpful. I agree it implies that there had been a missing payment. And it states that it would show on Ms R's next statement, which isn't correct as it was already on her previous December statement. However, the letter does still provide reassurance that the payment had been received. I can also see that NewDay sent Ms R an email on 29 December 2022 to confirm that the payment had been received and it had been credited to her account. So, I think NewDay has provided Ms R with the correct information about the payment having been received, although I accept that some of the language it used could have been better, which I think has understandably caused some confusion.

So, I don't find that NewDay did anything wrong in relation to the payment itself – i.e it hadn't 'lost' the payment, and it had been credited to Ms R's account when it was received. But I do find that NewDay could have been better at communicating with Ms R about what happened. If the letter that had been sent to her in December 2022 had been clearer about the payment, and where she could view the credit to her account, I think this would have put a stop to the worry caused to Ms R. And it would have meant Ms R wouldn't have had to

continue to contact NewDay. But I do also have to take into account that ultimately, NewDay didn't do anything wrong in relation to the payment – and it was viewable on Ms R's December statement. So, taking everything into account, I find the £55 NewDay has already offered Ms R to be enough to settle this complaint.

### **My final decision**

For the reasons set out above, I don't uphold Ms R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 3 January 2024.

Sophie Wilkinson  
**Ombudsman**