

The complaint

Miss A complains that NewDay Ltd trading as Marbles keeps sending her emails with incorrect information in the subject line which causes her panic and severe anxiety.

What happened

Miss A says that she has been making her monthly repayments to try and start paying off her Marbles balance. She says Marbles continue to send her emails which make her panic as the subject line of the email says her balance is over her credit limit, which she says is scary to read, but the actual body of the email reads differently. She says the body of the email says that interest and/or fees charged to her account may cause her to exceed her credit limit, in which case she would be charged a £12 fee.

Miss A says she's received similar emails from Marbles multiple times now, and it sends her into a panic, and causes her anxiety. Miss A made a complaint to Marbles. Marbles did not uphold Miss A's complaint, but they say they compensated her with £15 due to how the emails made her feel. Miss A brought her complaint to our service.

Our investigator upheld Miss A's complaint. He said the header of the emails which Miss A receives is incorrect and causes her to panic that she has exceeded her agreed credit limit. He said Marbles should pay her a further £85 to bring the total compensation to £100.

Marbles asked for an ombudsman to review the complaint. They said Miss A has been advised previously why she was receiving the email alerts and they feel the £15 compensation was sufficient. They said it is a templated email they send which they are unable to change the header, but the body of the email is correct in informing Miss A that she is close to her credit limit.

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'd like to explain to Miss A that it is not within this service's remit to tell a business how they should run their alerts procedures, such as the content of the emails they send to their own customers including the text used in the subject line. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Marbles to make changes to their policies and procedures, if necessary.

I've listened to a number of calls Miss A had with Marbles about this issue. In the call on 4 October the call handler mentions the estimated interest shouldn't be taking Miss A over her limit. Miss A reads out the subject line regarding her being over her limit. The call handler acknowledges this is why this would be in Miss A's head, and she would feed that back.

Miss A asks on her first call on 17 November 2023 to make a complaint as the emails Marbles are sending her are making her anxious. The call handler says he can see she called about this in October. Miss A is transferred to the complaints team. Miss A reads the

email to the complaint handler, and she tells her of the serious anxiety this causes her. The complaint handler agrees with Miss A, and she says she can see where she is coming from. Miss A confirms she doesn't use the Marbles application (app).

The call handler tells Miss A they need to look into the email or have a better way of wording it. She tells Miss A she doesn't believe she should be getting those emails any more now. At the end of the call she says she hopes this thing doesn't happen again.

Miss A rings Marbles again on 6 December 2023. She tells the call handler that the email title sends her into sheer panic. The call handler says he spoke to her the previous month about the issue. The call handler says he will raise this with an internal team, and he will call Miss A back when he gets an update. The call handler appears to be keen to get Miss A an answer whether they can change the subject of the emails or not. Miss A tells him the subject is misleading as she wasn't over her credit limit.

Miss A didn't get a call back from Marbles, so she rang them again on 3 January 2024 when she got another email from them. She tells the call handler of the severe anxiety the email causes her. She realises on this call that it isn't going to change. The call handler says they wouldn't take another complaint about it as she's already complained about the issue, and she could bring it to our service as it might make someone do something about it, but he could see where she was coming from.

It's clear that Miss A was affected by the subject line of the emails. The subject line was not factual, even if the body of the email was. None of the call handlers said the subject line was accurate, and they could empathise with Miss A regarding what happened. Miss A was clear on each call the panic and anxiety this incorrect information gave her.

An expectation was set that she would get a phone call when the December 2023 call handler got an update. I asked Marbles why Miss A didn't get a call, and they told me this was because the call handler didn't get an update. While I acknowledge that Miss A was told she'd get a call when they had an update, and this is why she wasn't called, I'm not persuaded her expectations were managed properly here. At no point did Marbles tell her that the subject line would not change, or that they may never get an update so they wouldn't call her. No suggestions were offered to Miss A of how she could avoid these emails.

For example, Miss A told call handlers she was looking to not use the card and pay down her balance, that's why she didn't use the app. Based on the multiple calls and impact this issue had on Miss A, Marbles could have suggested that she may want to close the account, which would stop spending on the card, but this wouldn't require her to repay the balance all at once, and she could gradually repay the balance. As the balance would be reducing, the estimated interest in time wouldn't take her over her credit limit, therefore the emails which were upsetting Miss A would then stop.

They also could have offered to remove the alerts for Miss A, although she would need to keep a close eye on her account to ensure she didn't exceed her credit limit. If Marbles weren't able to do this for Miss A directly, they could have guided her how to get access to her app so she could switch the alerts off.

So I do think Marbles let Miss A down with how they handled this. They could have been clear to her they weren't going to change the subject line, and they could've given her different options how they could avoid sending these emails to her based on the upset this caused her. They could have managed her expectations better regarding an update phone call, as Miss A would have been unaware there was no update, and I'm not persuaded an expectation was set that she may never get an update, or it was open ended. It would

appear to Miss A that Marbles weren't concerned about the panic and anxiety the incorrect subject lines caused her. And it was only months after her initial call and several calls later initiated by her that she realised Marbles probably wouldn't be changing this.

As Miss A is now aware Marbles aren't going to change the subject line of the email, it would be up to her moving forward whether she wishes to take any of the actions that's been suggested to avoid her receiving these types of emails. I'm not persuaded the £15 compensation that Marbles paid Miss A was proportionate for what happened here. I agree with our investigator that an extra £85 to total £100 compensation is more proportionate for what happened here to recognise the distress and inconvenience she was caused. So it follows I'll be asking Marbles to put things right for Miss A.

Putting things right

Our investigator has suggested that Marbles pays Miss A a further £85 compensation for distress and inconvenience, to bring the total compensation to £100, which I think is reasonable in the circumstances.

My final decision

I uphold this complaint. NewDay Ltd trading as Marbles should pay Miss A a further £85 to total £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 4 July 2024.

Gregory Sloanes
Ombudsman