

The complaint

Mr M is unhappy with how NewDay Ltd trading as Marbles have handled a number of chargeback claims on his account. He's also raised concerns with a number of service issues.

What happened

Mr M holds a Marbles branded credit card with NewDay.

In December 2023 Mr M complained to NewDay about:

- Not being notified about some unsuccessful chargeback claims;
- Not being provided with sufficient time from being told about some unsuccessful chargeback claims to temporary credits being reversed from his account
- A temporary credit being reversed from his account more than 90 days after the chargeback claim had been made
- Being disconnected from a call in September 2023
- Receiving statements while he was on a payment holiday
- Being provided incorrect information during a live chat in October 2023

NewDay upheld Mr M's complaint in part. It said it wasn't able to evidence it made Mr M aware in some instances that his chargeback claims had been unsuccessful, and that it would be reversing the temporary credits applied to his account. NewDay apologised that Mr M's call in September 2023 was disconnected; and in recognition of these points it credited his account with £35. It didn't uphold the other aspects of his complaint.

Unhappy with NewDay's response Mr M referred his complaint to our service for review.

Our investigator didn't uphold the complaint. She considered the £35 payment already made reasonably compensated Mr M for NewDay's failings.

NewDay didn't respond to our investigator's assessment; Mr M disagreed. In summary, he maintained the same arguments he'd presented as part of his initial complaint. He also raised his concerns with NewDay reversing one of the temporary credits following an unsuccessful chargeback claim more than 90 days after it had been submitted.

Mr M asked for an ombudsman's review, so the complaint's been passed to me to decide.

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.

The information in this case is well known to Mr M and NewDay, and I've set out the main crux of Mr M's complaint above; so, I don't intend to repeat it in detail here. While I may not specifically comment on all of the points Mr M has raised during the complaint process, I would like to assure both him and NewDay that I have reviewed all of the information and

evidence on file, but I've focused my decision on what I consider to be the key points of the complaint. I don't mean to be discourteous by taking this approach, but this simply reflects the informal nature of our service.

I've set out my decision below under separate headings for ease.

The temporary chargeback credits reversed in August and November 2023

Mr M has previously raised concerns across other complaints raised with our service about NewDay reversing temporary credits from his account without, what he considers to be, reasonable notice.

As I've set out in other decisions, while I acknowledge Mr M may not be happy with the process and what he considers to be reasonable periods of notice before NewDay reverses the temporary credits; I can't agree NewDay has acted unreasonably in the circumstances.

I say this because Mr M signed and agreed to a declaration when making his disputed ATM transaction claims confirming that he understood if a claim was unsuccessful the temporary credit would be reversed. So, I don't find it unreasonable that NewDay reversed the temporary credits after notifying Mr M of this action.

Mr M has said there have been occasions where NewDay failed to notify him of unsuccessful claims, and therefore that the temporary credits would be reversed. NewDay acknowledged this and as part of its overall redress paid Mr M compensation for this. While I consider NewDay should reasonably have made Mr M aware of the reversals before making them; I must also take into account that it was entitled to reverse the temporary credits following the unsuccessful chargeback claims. So, I consider NewDay has reasonably compensated Mr M for the impact of this error.

Mr M has made specific reference to a temporary credit being reversed from his account in November 2023, more than 90 days after he'd made the chargeback claim. Mr M considers it was unreasonable of NewDay to reverse this credit after such a period of time.

As part of my review I asked for NewDay's comments on the late reversal. It has said it was dealing with a large number of chargeback claims for Mr M; and that it appears the reversal relating to his unsuccessful claim was missed. It's said this is why the temporary credit was reversed more than 90 days after the claim had been submitted.

I've seen, across a number of Mr M's complaints about NewDay that I've issued decisions on, that NewDay was dealing with a number of chargeback claims for Mr M across 2023. While it should have adequate systems and ways of managing these claims in place, I can understand how this error came about. The reversal in question took place a matter of days over the 90-day period, so I consider NewDay resolved the situation relatively quickly.

In recognition of the late reversal and the impact this had on Mr M it has put forward a new offer of £50. This offer was recently put to Mr M which he declined.

Having reviewed the details I'm satisfied this offer is reasonable compensation for the late reversal of the temporary credit. I say this because as I've set out above, I consider NewDay resolved the situation relatively quickly after the error was identified. While I accept Mr M may have experienced some level of distress and inconvenience due to the reversal being made late and without notice; as the chargeback claim was unsuccessful the reversal of the temporary credit was reasonable action for NewDay to take.

The overall level of service provided by NewDay

Mr M has complained about:

- Being disconnected from a call causing him inconvenience
- Receiving statements when on a payment holiday
- Being provided incorrect information during a live chat in October 2023

Day-to-day interactions with businesses won't always be hassle free and some level of inconvenience, frustration or annoyance may be caused from time to time. Where a business makes a mistake, our service wouldn't necessarily expect it to award compensation in each event, especially where the impact is considered minimal.

I accept that being disconnected from a call and having to get back in contact with NewDay will have been frustrating and inconvenient. But I can't agree that it would be any more inconvenient than I've reasonably set out above. In any event, NewDay has confirmed part of its offer of compensation on this case related to the disconnected call. So, I consider NewDay has reasonably resolved this issue.

NewDay has confirmed Mr M was told he wouldn't receive statements when on a payment holiday. It's confirmed the account information sent to Mr M during the payment holiday were transaction lists, to allow Mr M to stay up to date with his transactions. I've seen the correspondence Mr M complains of and it is different to the usual monthly statements that would be sent. So, I can't agree Mr M was given incorrect information.

NewDay has confirmed some of the information provided to Mr M about his payment holiday during a live chat in October 2023 was incorrect. It wasn't until Mr M contacted NewDay in December 2023 that he was provided with correct information around how long the payment holiday could be agreed on his account.

I can understand being provided with different information about the payment holiday will have caused Mr M some annoyance; especially given he was expecting a longer extension to the payment holiday than was ultimately able to be provided in December 2023.

But given Mr M's payment holiday was a temporary arrangement he would always have needed to contact NewDay in December 2023; to discuss his financial situation and arrange any further financial support that may be needed and could be agreed at that time. So, this contact in December 2023 would always have been necessary.

When Mr M was made aware of the correct information, he knew he had about a further six weeks of the payment holiday being in place on his account; meaning there was a reasonable period of time to engage with NewDay and explore what other financial support could be offered before the payment holiday expired.

So, although Mr M was provided with incorrect information, I consider the impact was mitigated and that NewDay doesn't need to take any further action in relation to this point.

Putting things right

I'm satisfied, based on all the evidence available to me, that total redress of £85 is reasonable compensation in resolution of this complaint.

NewDay Ltd trading as Marbles has already paid Mr M £35; so, it therefore follows it should pay Mr M a further £50 in resolution of this complaint.

My final decision

NewDay Ltd trading as Marbles has made an offer to pay Mr M a further £50 to settle this complaint and I think this offer is fair in all the circumstances.

So, my decision is that NewDay Ltd trading as Marbles should pay £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 January 2025.

Richard Turner
Ombudsman