

The complaint

Mr M complains about the service he received from NewDay Ltd trading as Marbles.

What happened

Mr M has a credit card account with Marbles. As he has been experiencing financial difficulties, Marbles agreed to a payment holiday and then breathing space. Mr M is unhappy that Marbles continued to send him letters about payments due on his account. Mr M also encountered issues with the Online Account Manager (OAM)/app in June 2024.

Before the Financial Ombudsman became involved, Marbles apologised to Mr M about some incorrect information it gave to him in late February 2024. Marbles says that the advisor incorrectly told Mr M that it would produce statements when he was on a breathing space. But it noted that the advisor correctly told Mr M that Marbles would not expect him to make a payment.

Marbles explained that it correctly sent Mr M transaction summaries in February 2024 as there were payments and payment reversals on his account. But it apologised for any upset caused to Mr M by receiving these summaries.

Marbles apologised about a temporary problem with the OAM/app which it rectified within 24 hours. Marbles noted that although Mr M couldn't use the OAM/app to make a payment on 5 June 2024, there were alternative ways to pay and he was able to successfully make a payment the next day.

Marbles credited Mr M's account with £50 to apologise for any upset and inconvenience caused to him.

Our investigator didn't uphold Mr M's complaint. Our investigator explained that he had only dealt with Mr M's complaint in so far as it related to Marbles' final response of 23 September 2024. He thought that Marbles had actioned Mr M's concerns about payments made and reversals as he would have expected. Our investigator thought Marbles' final response of 23 September 2024 was fair, so he didn't ask it to take further action in response to Mr M's complaint.

Mr M disagrees with the investigation outcome but has not given reasons for 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.

Although I have summarised this complaint in less detail than the parties and have done so using my own words, this doesn't mean I have not considered everything the parties have supplied to us – I have. It's simply that the informal nature of service together with the rules that we must follow, allow me to take this approach.

Like our investigator, my decision deals with the complaint which Mr M made to Marbles to

which it provided its final response on 23 September 2024.

Marbles agreed that it made some mistakes and paid compensation to Mr M. So, my decision focusses on whether Marbles has already done enough to put things right. I am sorry to disappoint Mr M but I think Marbles response was fair and will explain why.

When Mr M complained to our service in October 2024, he explained that despite agreeing breathing space with Marbles on 25 January 2024, it produced a statement which told him to make a minimum payment by 19 February 2024. Mr M said he applied for further credit to allow him to make the payment. Mr M was unhappy with the process for raising his complaint, as well as being told by Marbles that it had already been raised in early December 2023, when this was incorrect.

From looking at Mr M's customer notes, the statement which Marbles issued around 26 January 2024, crossed with his request for further breathing space. As Mr M's existing payment holiday ended on 25 January 2024, I don't think it was unfair for Marbles to have sent the statement. The notes also indicate that Marbles told Mr M he should make a payment before the breathing space ended, otherwise it would need to look at agreeing an arrangement to pay. Again, I don't consider Marbles made a mistake here.

Marbles confirmed to Mr M in writing on 29 January 2024 that until 24 February 2024, the contractual minimum payment term would not apply and his monthly payments would be £0. So, Mr M would not need to make any payments until 24 February 2024. If Mr M decided to make any payments during this time, that was his choice and not because of something which Marbles did wrong.

Although Mr M continued to receive payment summaries in February 2024, I think it should have been clear to him that Marbles didn't require him to make a payment until the breathing space ended. I accept Marbles explanation for why it sent Mr M the payment summaries after he had made payments to his account, which it then reversed on his instructions. So, I don't think Marbles treated Mr M unfairly when it sent the summaries to him.

Marbles accepts that its' advisor made a mistake during a call in late February 2024 when it told Mr M that he would continue to receive statements during the breathing space – this was incorrect. And a temporary technical problem meant that Mr M could not use the OAM/app to make a payment in early June 2024. But I am satisfied that Marbles' apology and compensation for these issues was fair. I say this as during the same call in February 2024, Marbles told Mr M that he would not need to make his minimum payments during the breathing space. And it had previously confirmed this to him writing. So, I think it fair to say that Mr M should have been aware that he didn't need to make payments while on breathing space, unless he chose to.

Marbles quickly resolved the technical problem in early June 2024 and Mr M could still make payments by other means. So, apart from some mild inconvenience on the day, I can't see that the technical issue with the OAM/app caused Mr M to suffer a loss for which Marbles should pay additional compensation.

Although Mr M is unhappy with the way that Marbles dealt with his complaint, this is not something I have been able to consider further as complaint handling in itself is not generally a regulated activity about which we can consider complaints.

Overall, I am satisfied that Marbles responded fairly and reasonably to the concerns which Mr M raised. It has given explanations of why certain things happened. Where there have been mistakes, Marbles has apologised and paid compensation. So, I don't require it to take further steps in response to this complaint.

My final decision

My final decision is that NewDay Ltd trading as Marbles has already done enough to put things right for Mr M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 March 2025.

Gemma Bowen
Ombudsman