

The complaint

Mr G complains that he's been trying to set up a payment plan with NewDay Ltd trading as Pulse but has been unable to do so.

What happened

Mr G complains that he's been trying to set up a payment plan with NewDay but has been unable to do so. He says he's been unable to log in to his account to read any of the emails that NewDay has sent to him and he's unable to use the phone to speak to NewDay as he's hard of hearing.

Mr G says he's tried to contact NewDay to resolve things, but he hasn't received a response.

Mr G brought his complaint to this service and NewDay issued a final response on 16 December 2024. In its final response, NewDay said it wasn't upholding the complaint. It said that Mr G's account had fallen into arrears in April 2024. It said it had received emails from Mr G requesting the account balance and had provided the information by return of email. It said it was notified about Mr G's hearing difficulties on 30 October 2024, and in response applied special blocks to the account which meant it could no longer call Mr G. NewDay said it had sent Mr G a letter on 6 November 2024 but because it didn't receive a response the account was defaulted on 29 November 2024. NewDay said it had sent Mr G several letters about the arrears and missed payments as well as a default notice in June 2024.

Our investigator upheld the complaint. He said it was clear from the contact notes provided by NewDay that it was aware on 31 October 2024 that Mr G had hearing difficulties and that he was unable to get into his online account. The investigator said that NewDay had confirmed that Mr G's online access was blocked in 2021 for non-use and said that NewDay should've unblocked the account in October 2024 as soon as Mr G made them aware of the issues he was experiencing. The investigator also said that NewDay should've sent an income and expenditure form to Mr G at the same time as its letter dated 6 November 2024 rather than delaying sending this until December 2024. The investigator said that there had been ongoing issues for several months which had caused Mr G concern and said NewDay should pay compensation of £200 for distress and inconvenience.

Mr G responded and said he was still unable to log into his online account because the code that NewDay had sent didn't work.

NewDay responded and said it didn't agree with the investigators opinion. It said that Mr G hadn't used his online account since 2021 and that there was no detrimental impact in him not having access to the online account management tool now, as he hadn't been using it before the agreement was terminated. NewDay said its letter dated 6 November 2024 provided details of how Mr G could contact them so they could assist him.

Because NewDay didn't agree I've been asked to review the complaint.

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.

Mr G has told this service that he's been trying to arrange a payment plan for several months and his efforts to do so have been hampered by the fact that he's unable to access his online account to obtain details of his account balance.

NewDay has told this service that it has sent emails to Mr G with details of his account balance. Mr G says he's been unable to access his online account to read the emails.

NewDay has confirmed that Mr G's access to his online account was blocked in 2021 because he wasn't using it. It has said that because Mr G wasn't using the online account management tool previously, he hasn't been disadvantaged by not being able to use it now. I don't agree with this analysis. Mr G's account fell into arrears in April 2024 and in the months which have followed Mr G has made several attempts to resolve things. He's told this service that his efforts to do so have been hampered by the fact that he's unable to access his online account and he finds it impossible to use the telephone to contact NewDay as he's very hard of hearing. This left him with only one means of communication which was email but he wasn't able to access his account to read the emails that NewDay sent in response. In the circumstances, I'm persuaded that Mr G has been disadvantaged by not having access to his online account.

I've reviewed the available information, and I can see that NewDay was made aware of the difficulties that Mr G was having accessing his online account on 31 October 2024. On the same date NewDay was also made aware that Mr G wasn't able to use the telephone to communicate with them as he was hard of hearing. NewDay was aware on 31 November 2024 that Mr G wanted to set up a payment plan and although it sent him a letter explaining how he could contact them in early November 2024, it wasn't until December 2024 that NewDay sent him an income and expenditure form. It isn't clear why there was a delay in sending the form and why this wasn't sent to Mr G together with the letter in early November.

Despite NewDay confirming to this service that it has provided access to the online portal, Mr G has recently advised this service that he's still unable to access his online account because the code sent by NewDay doesn't work.

Taking everything into consideration I think NewDay could've done more to assist Mr G. The account should've been unblocked in October 2024 and NewDay should've provided the income and expenditure form sooner.

Putting things right

I'm in agreement with the investigator that NewDay should pay compensation of £200 to Mr G for the distress and inconvenience caused by the issues he's experienced with online access and trying to agree a payment plan.

My final decision

My final decision is that I uphold the complaint. NewDay Ltd trading as Pulse must pay compensation of £200 to Mr G.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 July 2025.

Emma Davy
Ombudsman