

The complaint

Mr M complains about the administration of his credit card by NewDay Ltd, trading as Marbles.

What happened

Mr M complains about various issues he's encountered with his NewDay credit card; as I understand it the core matters are, in summary:

- "Query" markers recorded on his credit file
- Receipt of payment notices whilst on a payment holiday
- Telephony issues with NewDay staff
- Having to go through NewDay's security process on several occasions
- Confusing letters
- New complaint points being added to old complaint reference numbers
- A delayed payment reversal giving the impression of an inflated outstanding balance

NewDay upheld some of Mr M's complaints. Over the course of multiple responses, it paid him a total of £105 compensation for some avoidable service issues. Mr M, though, remained unhappy; so, he referred his complaint to this Service for an independent review. An Investigator looked at what had happened and, having done so, didn't think that NewDay needed to take any further action. The Investigator felt that Mr M's concerns had been appropriately addressed; that compensation had been awarded for some minor service issues and, overall, that NewDay had taken appropriate action to put things right.

Mr M disagreed, and he asked for an Ombudsman's decision. He largely reiterated his complaint points, but he also said that he didn't feel his concerns were being treated seriously enough. So, as no agreement has been reached, the complaint has now 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.

At the outset, I'll be clear in that I have read and considered all that Mr M has said and provided; I haven't, though, commented on each and every point he's raised. That doesn't mean that I haven't treated all that he's said seriously. Instead, I've simply focussed on what

I deem to be the crux of the matter. That's because our role is to be an informal service; so, I don't intend any discourtesy in my approach – it's just to align with that purpose.

Overall, while this'll no doubt disappoint Mr M, I think NewDay has indeed taken appropriate steps to put things right here. While I won't individually set out each and every aspect of Mr M's over-arching complaint, I've seen that NewDay has acknowledged it could've provided better service in some aspects of Mr M's dealings with it.

I agree that some things could've been better; for example, Mr M ought not to have been passed between various internal teams at NewDay when he was trying to resolve an issue over the phone. Nor should he have been provided some incorrect information, which is something I understand to have happened. NewDay has compensated Mr M for those points already and, in my view, that's a fair and reasonable remedy. Having considered the impact and severity of NewDay's mistakes here, I think £105 compensation is sufficient and I don't require NewDay to increase it.

Aside from that, having reviewed the remainder of Mr M's complaint points, I don't think any additional action is required on NewDay's part. I've seen nothing to suggest that Mr M's calls were purposefully cut-off by NewDay, and I don't think it unreasonable of NewDay's agents to require Mr M to pass its security process. I've seen nothing either to show that different letterheads used by NewDay (like one letter branded as NewDay, the other as Marbles, for example) caused any detriment. Nor do I think that NewDay sending Mr M correspondence about repayment – something it's required to do in the case of regulatory notices, and told Mr M it would do, despite his repayment holiday status – is a failing.

Similarly, I think other issues, like multiple complaint references and the grouping of complaint points, were adequately addressed by NewDay; it explained that it was dealing with several points under one reference, and that isn't unreasonable. It's unfortunate that automated correspondence – containing different references – were generated and couldn't be stopped, and that Mr M received a message referring to another NewDay brand, but I'm satisfied NewDay did ultimately clear things up.

I know Mr M has drawn particular attention to the query markers NewDay recorded on his credit file; he's unhappy they're still recorded and thinks they ought to have been removed by now. As I understand it, NewDay recorded query markers when Mr M had raised a complaint. It's said this is in line with business policy and, broadly, I've no reason to doubt what it's said about that. I do, though, need to consider if Mr M has been unfairly affected by such markers.

Query markers generally have a neutral effect on a credit file. They don't, for example, suggest an account has defaulted, or that there is a payment arrangement or arrears. Here, I've been provided with nothing to demonstrate these markers had any detrimental impact on Mr M; or that his ability to obtain credit has been impeded specifically because NewDay recorded query markers on his credit file. So, I can't conclude Mr M's been unfairly affected as a result.

In any case, Mr M's main concern is that the markers should be removed – and I can reassure him here that our Investigator has explained this to NewDay. NewDay itself has previously said it's happy to remove the markers and, overall, I've no reason to doubt that's still the case. So, I'd expect it to act on Mr M's request if it hasn't already.

Finally, Mr M has said issues with a payment reversal request caused him significant distress. From what I've seen, Mr M requested that a £500 payment he'd made to NewDay be returned to him; NewDay agreed to that request, and set about initiating it, but Mr M is

unhappy with how long it took. I understand Mr M's concerns – in waiting to receive his money back, and the impression of an increased balance while waiting for that refund – but overall here, in the circumstances, I think NewDay dealt with the issue appropriately. It's not unreasonable to think that such reversals can take some time to work through and involve some recalculations. From the information I have, it appears NewDay did act upon Mr M's request within the timescale it set out to him. So, in the round, I don't think it acted in an inherently unfair manner in this respect.

In closing, I know Mr M will likely be disappointed by what I've said here; so, I want to reiterate again that I have treated his concerns seriously. Ultimately, though, I'm satisfied that NewDay has done enough to put right the service issues which occurred. It follows that I don't require NewDay to take any further action and I don't uphold Mr M's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 September 2025.

Simon Louth
Ombudsman