

The complaint

Mr S has complained about the way NewDay Ltd trading as Pulse Credit Card handled a claim for money back in relation to a transaction he'd made using his credit card.

What happened

The circumstances of the complaint are well known to the parties, so I'm not going to go over everything again in detail. But, to summarise, Mr S contacted NewDay in February 2025 to put in a claim in relation to a transaction made to a firm in October 2024 for around £2,700. The transaction related to a solar panel installation where Mr S alleged the supplier had breached the contract. Mr S said he was claiming for a refund of the deposit and a claim for damages caused. Mr S said he raised six complaints between 18 February 2025 and 12 March 2025 in relation to how NewDay handled the claim:

1. Relating to difficulties in sharing files in support of his case. Mr S had to send information by email which wasn't suitable for the amount of information required. Mr S didn't think NewDay's systems were fit for purpose, and it should implement a system for customers to share large data packages. He also complained NewDay was unable to access images due to system limitations and was unhappy with the time taken to respond.
2. Relating to NewDay closing his dispute without his knowledge despite being told the case was open.
3. Mr S was unhappy with the contact from the complaints team and confusion around its correspondence. He was unhappy with the opening times of the complaints team and the inability to contact it.
4. Relating to difficulties and delays in receiving the deposit back into his account. Despite being raised on 10 February 2025, the funds were not received until 14 March 2025. He said the card scheme advised the customer should receive a provisional credit as soon as the issuer has determined the dispute is valid. He was unhappy with the delays and with the timescale for transferring the credit on his account to his bank (7 – 10 days).
5. In relation to unclear correspondence and closing of complaints without any further information or agreement.
6. In relation to NewDay's failure to provide a summary of the complaints and set out what its understanding of them was.

NewDay responded to Mr S's complaint and credited him £40 to compensate him for the trouble and upset it may have caused. Mr S wasn't happy with that so referred his complaint to the Financial Ombudsman.

New Day increased its offer to £140 in total. One of our investigators recommended NewDay pay a total of £200 compensation. NewDay agreed but Mr S didn't. He thought £600 would be more appropriate. He said it was an already stressful situation because of damage to his roof, and there were several mistakes. He said for weeks he was left unable to sleep thinking he'd lost the money as a result of NewDay's actions. He said he was anxious because of the strict timescales for chargeback and he lost interest on the money due to delays in receiving the credit. He said he was left out of pocket longer than he should have been and the quote he had from another supplier to install solar had expired. He said the subsequent costs were

higher and there was a lack of support and he was forced to accept a worse situation. He said he had to expend a lot of time which led to family issues and which impacted his work. He said he had to seek legal advice and was caused distress and inconvenience. He said he had to spend time putting his complaint together and was left confused with how NewDay handled the situation.

As things weren't resolved, the complaint has 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.

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr S and NewDay that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Mr S has referred to the impact of the situation on his longer-term wellbeing. I should set out up front that even if the complaint was upheld, I'm unable to make an award for loss of amenity so if Mr S was looking to pursue this aspect of the complaint, he may wish to seek independent legal advice because I can't cover it in a decision.

It's important to set out that I'm able to consider the complaint in relation to certain activities NewDay was carrying out. That's because the regulated activity in question is that of exercising, or having the right to exercise, the lender's rights and duties under a regulated credit agreement. But I can't consider complaints about everything that NewDay does. And it's also important to note that the Financial Ombudsman isn't a regulator. I can't tell NewDay how to operate as a business. But I can consider the individual circumstances of Mr S's complaint and decide what I think is fair and reasonable.

It's also important to note that I primarily need to consider what happened up to when NewDay sent its final response letter because the events preceding this relate to what it has had the chance to formally consider. If Mr S is unhappy with what's happened since, or what happens in future with regards to the claim, he'd need to take it up with NewDay in the first instance.

When taking the above into account, while Mr S is unhappy with lots of things, the main thing I'm looking at is what happened from when Mr S contacted NewDay to put in his claim on 4 February 2025 to when NewDay issued its final response letter on 17 March 2025. So the key period I'm looking at is a few weeks of events.

It doesn't seem to be in dispute things could have gone better. NewDay offered compensation to say sorry. And it's agreed with our investigator's assessment of £200 compensation.

I appreciate Mr S is unhappy he couldn't share his information with NewDay very easily. NewDay has said it only allows certain channels due to its security systems. It's not clear I can say that is unfair, but I also need to bear in mind it should be easy for Mr S to have been able to provide evidence to help with his claim. So I can understand why it would have been frustrating for him.

NewDay accepts it closed a dispute down incorrectly. Again, this must have been frustrating for Mr S. It's acknowledged that it didn't address all his complaint points, and I agree some of the correspondence could have been clearer. I appreciate it would be inconvenient if Mr S needed to contact the complaint team but was prevented from doing so because of the opening times. I've taken into account what he's said, but I'm unable to tell NewDay when it should schedule its opening times for the complaint team.

With regards to the time it took for NewDay to give Mr S a temporary credit and for it to transfer the money to his account I appreciate he wanted this done sooner. But I don't think NewDay has caused any significant unreasonable delays. There's steps NewDay needed to take when the dispute was raised. It couldn't assess the claim instantaneously.

I don't have the grounds to direct NewDay to pay Mr S the consequential losses he's alleged. When considering losses like that I'd need to be satisfied they were directly flowing from a mistake, reasonably foreseeable, that Mr S had taken steps to mitigate, and that there was sufficient evidence of the losses. I can't safely conclude all those aspects were met.

I appreciate it would have been time consuming for Mr S to put his complaint together. He's provided a lot of helpful detail about what happened. I thank him for taking that time but I'm not directing NewDay to make an extra award for that. There's always a level of inconvenience caused when having to raise a complaint.

Overall, I'm sorry to hear Mr S is unhappy. I don't think NewDay acted unreasonably in relation to everything Mr S has highlighted. But it's not in dispute things should have gone smoother for him when it considered his claim.

£200 compensation is in line with what's awarded in situations where there have been repeated small errors requiring a reasonable effort to sort out where the impact can last a few weeks. I think that's what's happened here, so I agree with the compensation our investigator has recommended.

My final decision

My final decision is that I uphold this complaint and direct NewDay Ltd trading as Pulse Credit Card to pay Mr S to the extent not done so already £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 August 2025.

Simon Wingfield

Ombudsman