

## **The complaint**

Mr T complains about a NewDay Ltd trading as Opus ('NewDay') credit card being incorrectly linked to him.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Mr T says that in 2022 he received a letter from a debt collector ('W') working on behalf of NewDay about money owed on a credit card he never took out.

Mr T says the issue was seemingly resolved quite quickly at the time but around early 2024 he noticed his credit file contained a link to an address associated with the card account which he didn't recognise. He was also contacted by an entity which said it had bought the debt ('C').

Mr T says he contacted NewDay and other parties to get this sorted out, including credit reference agencies, W and C. He says it feels like each one was blaming each other for what had gone on.

Mr T complained to NewDay. It offered him £100 compensation which our investigator found fair in the circumstances.

Mr T would like an ombudsman to look at the case. In summary, he thinks £100 is insufficient compensation for what he says were nearly nine months of distress trying to get the error corrected in 2024.

## **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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

It appears that NewDay do not dispute Mr T had been linked with the account in error. And I am sorry to hear about the issues which Mr T has gone through trying to get the information corrected.

I note Mr T says that he cannot be sure that the mistrace caused him to get refused credit (and I note there isn't persuasive evidence of any financial loss in that respect). But it has certainly caused him distress and inconvenience trying to sort things out. So, it is this I have focused on in deciding a fair way to put things right.

After looking at what happened here I won't be asking NewDay to pay more than the £100 it has offered Mr T. I accept this isn't at the higher end of our compensation scale. However,

my intention is not to diminish the overall extent of Mr T's distress over what has occurred – or fail to recognise that it went on over an extended period of time. The key thing for me is that although NewDay is the originator of the account I don't have persuasive evidence to show it is primarily responsible for the extent of the trouble and upset Mr T suffered in 2024. I will explain.

NewDay has confirmed it sold the debt to C on 30 December 2022. And it was C which updated and maintained details in respect of the debt on credit files since. So although NewDay could try to assist with matters that came to light later on – ultimately, investigating mistraces and correcting Mr T's credit file was in the hands of C. I note Mr T confirms he was offered and accepted compensation from C in respect of its actions.

I accept in 2022 there was an apparent association on Mr T's credit file to an address linked to the account while NewDay owned the debt and which NewDay was ultimately responsible for. And I know Mr T has indicated that this ultimately led to the later problems he had. I think it likely contributed. However, as C was the new owner of the debt at the time of the issues in 2024, and (as I have said) responsible for traces and credit file information in respect of it - I don't consider it fair to attribute significant blame to NewDay here for the recent mistrace or prolonged period of months where Mr T was waiting for things to get corrected.

NewDay is of course responsible for the original mistrace in 2022 which also caused some short term distress at the time. It also has to take some responsibility for its likely contribution to the later issues. And I note that although NewDay tried to assist with the issues which occurred around 2024 (and apologised for the problems Mr T had experienced from the account it originated), it seems that it could have initially been clearer about its role to mitigate any confusion Mr T had in getting things sorted out.

All things considered I don't think it fair and reasonable to require NewDay to pay Mr T more than the £100 it has offered here. While I acknowledge the overall distress caused – I also need to fairly recognise that NewDay's role was more limited when the bulk of the worry occurred.

Mr T has suggested that NewDay are continuing to wrongly make credit enquiries in his name. However, I am only looking at his complaint made before NewDay issued its final response letter in September 2024. Mr T is free to complain to it about anything that has happened since if he wishes.

### **Putting things right**

If it has not already done so NewDay should pay Mr T the £100 it has offered.

### **My final decision**

NewDay Ltd trading as Opus should pay Mr T £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 25 August 2025.

Mark Lancod  
**Ombudsman**