

The complaint

Mr M is unhappy with the service provided to him by NewDay Ltd trading as Marbles (NewDay) in respect of his credit card account.

What happened

Mr M brought his complaint to our service for investigation and said he'd encountered various issues in respect of his NewDay credit card account.

Mr M's core complaint matters, in summary, are:

1. When he called NewDay in late November 2024 to request a refund of a payment he'd made in error, he was told the refund would take five working days. When he called to check if the refund had been processed the call was cut off and not returned.
2. When Mr M used NewDay's chat service the same day he was told the refund had been processed, but he should call NewDay to track it. When he called again, he was told it hadn't been processed but now it would be, and it would take three working days. Mr M is unhappy the refund wasn't processed, and that the timescales were different.
3. Mr M said he received duplicate letters from NewDay with a different complaint reference in Mid November 2024.
4. In late November 2024 Mr M received another letter with a different complaint reference which Mr M felt contradicted the two earlier letters received.
5. When he called NewDay in late December 2024 to discuss his account the call was cut off with no return call and his personal information was recorded without his consent.
6. Mr M received a letter from NewDay through their app in late December 2024 asking him to call NewDay, but when he called, he was told there was nothing to discuss. Mr M said the letter was misleading.
7. In early January 2025 Mr M called NewDay as he'd been unable to access the app and had received messages to call about unusual activity on his account. He was told someone would be in touch and no one has been.
8. There are missed payment markers on his credit file for payments when he was on a payment holiday.
9. Mr M has received letters from NewDay about being behind with payments when he was on a payment holiday and so he didn't need to make payments.
10. NewDay sent Mr M an email in mid-February 2025 to say there was a document in response to his complaint in their app, but NewDay know his app access has been blocked and so he can't see the letters.
11. When he called NewDay to find out the reason for the letter he was passed between departments, and eventually given information about something else, and the call

handler didn't know what his initial query had been.

12. NewDay has not answered Mr M's complaint.

NewDay said Mr M's complaint had been addressed by them previously and had been the subject of a case referred to this service already, and so they didn't have anything further to add.

Our investigator gave their view that the majority of Mr M's complaint wasn't a duplicate, and so they went on to consider its merits. They said points three and eight had been considered under previous decisions by our service and so they wouldn't consider them again.

Our investigator said, broadly, that NewDay could've done more in respect of the service they provided to Mr M, and recommended that they pay him £50 compensation.

NewDay didn't respond to our investigators view.

Mr M responded to say that he didn't accept our investigators view. He said many errors were made by NewDay, and some of them were serious. He also didn't agree that the two points excluded by our investigator were duplicates.

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.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

I'm satisfied that Mr M's complaints about the letters sent to him in mid-November 2024 and the missed payment markers on his credit file have been the subject matter of complaints already brought to this service and addressed in final decisions, and so I haven't commented on these points any further.

Based on the evidence, I'm satisfied that the other points have not previously been addressed by either NewDay or this service, so I've gone on to consider them further.

Mr M said that the communication surrounding his refund request in November 2024 was confusing and he's unhappy it wasn't processed when he was told it was. I can see that Mr M was told from the outset that the refund would be with him no later than 29 November 2024, and it reached his account on 28 November 2024. Whilst I appreciate that Mr M was frustrated by the information given to him during this process, I'm satisfied there was no impact in the time it took him to receive the refund, and so I'm not asking NewDay to do anything differently here.

Mr M said the letter sent to him in late November 2024 was contradictory. Mr M has raised a number of complaints with NewDay, and I'm satisfied that the letter referred to here relates to one of those complaints and was separate to the letters under a different reference.

Mr M explained he wasn't happy that his personal information had been recorded during one of his calls with NewDay. I've thought about this carefully, and I don't think it's unreasonable for NewDay to record information that Mr M discloses to it, particularly where it might be related to discussions about his account with them.

Mr M's remaining complaint points relate to the service provided by NewDay. That is, calls not being returned, being asked to contact NewDay about his account and then being told there was nothing to discuss, letters relating to overdue payments around the time of payment holidays, being unable to access the app where letters were sent for him and NewDay not answering Mr M's complaint.

In the absence of any evidence from NewDay, I'm satisfied based on Mr M's testimony that they could've done more, particularly in returning his calls, and resolving any issues with access to the app.

Our investigator recommended that NewDay pay Mr M £50 for the distress and inconvenience caused. Mr M said some of the errors were serious.

I appreciate Mr M's strength of feeling on the matter of the service he's received, and I've thought carefully about the overall impact this has had on Mr M. He's been put to distress and inconvenience in not receiving call backs, and in feeling that NewDay weren't alive to the queries he was asking them to resolve. Mr M has felt concerned about some of the correspondence received and has been unable to use the app to access letters sent to him. All things considered, I'm satisfied that £50 fairly reflects the distress and inconvenience caused to Mr M.

I understand that Mr M is unhappy that NewDay haven't responded to his complaint. Whilst I accept that this has been frustrating for him, I'm satisfied that it hasn't prevented him from bringing his complaint to this service, so I'm satisfied there hasn't been any detriment to Mr M in NewDay not sending him a final response.

My final decision

My final decision is that I uphold this complaint, and NewDay Ltd trading as Marbles must pay Mr M £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 December 2025.

Zoe Merriman
Ombudsman