

## **The complaint**

Mr H complains NewDay Ltd (“NewDay”) applied incorrect markers to his credit file for three accounts which has impacted his access to preferential interest rates on other products held.

## **What happened**

Mr H had three accounts with NewDay. One with AO, opened in 2019 and closed in 2025. Another with Aqua opened in 2017 and closed in 2020 and the third account was opened in 2018 and closed in 2020 and was with Marbles.

Between 2019 and 2021 multiple query markers were applied to Mr H’s various accounts. NewDay have said when a customer raises a complaint or query with them, they’ll apply a query marker to prevent adverse information being applied, or the account being sold while they review their customer’s concern.

In September 2025, Mr H complained about the markers being applied. He felt the information was adverse and was impacting his access to other credit products and good APR’s. He’s also unhappy that NewDay addressed all three accounts under one final response letter.

NewDay responded to the complaint, explaining to Mr H that the markers aren’t adverse, and symbolise to other lenders that a query is being dealt with. They told Mr H that the markers don’t negatively affect the credit score or overall creditworthiness.

They did, however, acknowledge that one of the query markers applied in 2021 was supposed to be removed, but due to a technical issue it wasn’t, and so they awarded £45 in compensation to Mr H.

Mr H didn’t agree with the outcome so referred his complaint to our Service. An Investigator here looked into things. They agreed that NewDay’s resolution was fair, and said that the final response letter doesn’t fall under a regulated activity and therefore not one our Service can consider.

NewDay didn’t respond, but Mr H did. He said the complaints process should be considered as NewDay failed under the expectations set by the Financial Conduct Authority, he feels the redress is low based on the markers across three accounts, and he’s taken out many financial products where the adverse markers would’ve been taken into account.

Because an agreement couldn’t be reached, 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.

While it will disappoint Mr H, having considered everything, I can’t reasonably say NewDay have treated him unfairly.

### *Application of markers*

NewDay have confirmed the markers Mr H is referring to are not adverse and will not affect his creditworthiness in any way. I've seen no evidence to suggest anything different, or that Mr H has been negatively impacted for these markers alone and therefore applying a marker to prevent collections or the actual application of adverse information while dealing with a query raised isn't unfair or unreasonable.

NewDay have said that one out of three was left on due to a technical error when it should've been removed and awarded £45 in compensation for this. I think this is fair redress, particularly given that the marker being present wouldn't have had a detrimental effect on Mr H. It's not the same as a late or missed marker or a defaulted account.

Based on the above, I can't say NewDay have treated Mr H unfairly here.

#### *Final response letter*

I note Mr H's comments about wanting three separate final response letters, but I can't see that this would've made a difference to the complaint overall. Overall, it's ultimately up to NewDay how they choose to bundle complaints about their brands, and the concern raised was consistent across all three products.

Only one out of three accounts were affected by the technical error and I'm satisfied NewDay addressed each account and what the markers mean in their final response letter. Therefore, again, I don't think NewDay have done anything to treat Mr H unfairly here.

#### **My final decision**

It's my final decision that I do not uphold this complaint against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 April 2026.

Meg Raymond  
**Ombudsman**