

The complaint

Miss N is complaining that NewDay Ltd trading as Aquacard didn't provide her with the information she asked for.

What happened

Miss N used to hold two accounts with NewDay – a Marbles account and an Aqua account. These were sold to a third-party debt collector in 2020. That debt collector is now pursuing Miss N for the debts and Miss N has been trying to obtain information from NewDay to help her defend the claim.

Miss N has complained to NewDay in the past about irresponsible lending and about their responses to her information request and Subject Access Request (SAR). In April 2024, an investigator at the Financial Ombudsman Service said NewDay should pay Miss N compensation of £240 and send the documents she'd requested by post.

Miss N then complained to NewDay again later in 2024, saying that she still hadn't received the information she'd asked for in respect of the Aqua account. NewDay replied, saying they had sent it to her by post on 27 April 2024. But they offered Miss N £50 to apologise for the way they'd handled her complaint.

Miss N remained unhappy and brought her complaint to the Financial Ombudsman Service where one of our investigators looked into it. Our investigator said NewDay had a history of sending documents to the wrong address for Miss N and hadn't demonstrated that the information sent on 27 April 2024 had gone to the right address. She noted that this matter had gone on for a long time which had caused Miss N considerable stress and frustration. She said NewDay needed to provide the information Miss N had requested and suggested they pay her £250 to compensate her for the distress and inconvenience caused by their failure to provide the information in a timely manner.

NewDay didn't reply to our investigator's view, but Miss N did. She said she didn't think the amount of compensation fully reflected the impact the matter had had on her. She asked for an ombudsman's decision – and the matter came to me.

I asked Miss N to clarify exactly what information she was still waiting for and asked NewDay to provide that to me so I could send it on to her. NewDay provided account statements and SAR information and confirmed they'd also provided this to Miss N. But they queried why we were looking at this complaint again given we'd considered it previously. And they said again that they'd sent the information to Miss N on 27 April 2024. Miss N was grateful that the information had been provided but said it was incomplete. And she still thought the amount of compensation should be higher.

I issued a provisional decision saying NewDay should pay Miss N £350. In that, I said:

“Information now provided

NewDay have now provided the SAR information and account statements for Miss N's Aqua account. The account statements and complaint history aren't complete, but NewDay have confirmed they're unable to locate certain documents. I can't direct them

to provide information they can't find. They've also said they will forward the statements from account opening to June 2013 shortly. I would like to see these provided before I issue my final decision, so I know that Miss N has been sent everything available.

Appropriate amount of compensation

Miss N first requested the SAR and account statements in mid-2022. NewDay provided the information through an online data transfer service.

In August 2023, Miss N complained to NewDay saying she couldn't read the documents that had been provided. NewDay sent some documents by post in August 2023 – but these were sent to Miss N's previous address and she didn't receive them. Our service dealt with a complaint which was settled in April 2024. This dealt with Miss N's data being sent to the wrong address, and the delays in providing the information she'd requested. Miss N was also sent the information requested in relation to the Marbles account at that point.

My role, then, is to determine the appropriate compensation for what's happened since the previous complaint was settled in April 2024. In doing so, I've assumed that the remaining information (as promised by NewDay) will be provided before the end of April 2026.

NewDay said they sent the information requested to Miss N by post and it was delivered on 27 April 2024. And they've provided some evidence including a photo of an envelope, a signature, and a delivery notification from Royal Mail. But the photo of the envelope isn't clear enough to show the address to which it was delivered, and I can't confirm the signature is Miss N's. And there's nothing to show what was inside the envelope – NewDay have sent some data which they say shows the envelope contained the SAR request and account statements for both accounts but this shows the postcode for Miss N's previous address and the dates shown are from 2022. So, the evidence they've provided hasn't satisfied me that the information was sent to Miss N in April 2024. And NewDay haven't told us they've sent it again since then.

So, Miss N's had to wait a further two years since the resolution of her last complaint. And it's fair to say this has caused her some stress. The reason she wants the information is that she's being pursued for payment of the debt by a debt collector and she wants to be able to defend herself. Her view is that she needs the information to be able to do that.

However, the debt collector agreed to place the account on hold while our service investigated. They haven't yet begun the court process and Miss N does now have the information. So, I can't say it's impacted her case.

In addition, although the matter has clearly caused Miss N stress and frustration, I can't say it's been impacting her on a daily basis. That's because her attempts to chase up the information were relatively few and far between – from what I've seen, she contacted NewDay in July 2024, October 2024 and December 2024 before contacting our service in April 2025. But this did give NewDay the opportunity to put things right well before now – and they haven't done so.

Miss N's told us that the continuing threats of legal action from the debt collector have caused her particular anxiety because of her professional standing. But I can't hold NewDay responsible for the actions of the debt collector. And I don't think the anxiety relating to her professional standing was reasonably foreseeable for NewDay.

On balance, taking into account all the circumstances of the case, I'm inclined to say NewDay should pay Miss N £350 to compensate her for the stress and frustration

caused by the further delays since April 2024. This also takes into account the fact that NewDay sent another letter to Miss N's previous address in October 2024, for which NewDay offered to pay Miss N £50."

NewDay accepted my provisional decision and confirmed they'd sent everything they had to Miss N. Miss N didn't accept my provisional decision though. She said, in summary:

- She didn't think the documentation had previously been delivered to her and hasn't seen the evidence I referred to.
- The missing information creates a break in the account history and materially impacts her.
- Collection activity continued on multiple occasions.
- She didn't think her quarterly contact should be characterised as "few and far between" when organisations are typically allowed around eight weeks to respond. She said she'd remained actively engaged throughout the period.
- She's sent all correspondence to NewDay using the correct address so it's unclear why an issue with communication has been attributed to her.
- Overall, the level of redress should be higher to more accurately reflect the distress, inconvenience, and ongoing impact.

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.

Having done so, and recognising this will be disappointing for Miss N, I've not been persuaded to change my mind. I'll explain why, addressing each of Miss N's points in turn.

- In my provisional decision I said the evidence I'd seen *hadn't* satisfied me that the documentation was sent to Miss N in April 2024. I didn't share the evidence NewDay were relying on with her as I didn't find it persuasive. But I have now shared it with her.
- I appreciate it's frustrating that there is some missing information. But Miss N's accounts have been closed for nearly six years and the information that's missing is from more than eleven years ago. While I can understand why Miss N would like the information, I can't say NewDay should have kept it. And I can't tell them to provide information they don't have.
- As I said in my provisional decision, I can't hold NewDay responsible for the actions of the debt collector.
- I didn't intend to suggest Miss N should have done more to chase NewDay for the information. I can understand why she didn't contact them more frequently. Instead I was taking into account the amount and frequency of her contact in considering how much inconvenience and upset the matter had caused her.
- I didn't intend to suggest any issues with communication should be attributed to Miss N. For the avoidance of doubt, I'm satisfied NewDay that failed to provide the information she requested between April 2024 and April 2026.
- However, I'm also satisfied, taking everything into account, that £350 is enough to

compensate Miss N.

My final decision

As I've explained above, I'm upholding Miss N's complaint. NewDay Ltd trading as Aquacard need to pay her £350 to settle the matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 11 May 2026.

Clare King
Ombudsman