

## **complaint**

Mrs P complains that NewDay Ltd failed to provide her with statements in large font.

## **background**

Mrs P holds an account with NewDay. She says that when she opened the account she asked for statements and letters to be sent to her in large font.

Mrs P complained to NewDay in September 2018. She said she hadn't received her statement in large print and had to ask a third party to read it for her. She asked NewDay to refund the interest which had been charged to her account in August 2018.

NewDay said it had no record of Mrs P requesting large print statements prior to her complaint in September 2018. It said that Mrs P hadn't made the full payment required on her account in August 2018 and this was why interest had been applied.

Mrs P wasn't happy with this response so she complained to this service.

Our investigator didn't uphold the complaint. She said there was no record of Mrs P requesting large print prior to September 2018 and since then NewDay had made arrangements for statements to be sent in large print. The investigator said that the interest added to Mrs P's account in August 2018 and September 2018 was correct because she hadn't paid the July and August balance in full and/or by the due date.

Mrs P didn't agree. She remained unhappy that she was charged interest when she wasn't receiving large print statements.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've reviewed the system notes provided by NewDay. These show that Mrs P has previously complained about not receiving her statements but there's no record of her asking for large print prior to September 2018.

I appreciate that Mrs P says that she requested large print when she opened the account. But I haven't seen any evidence to confirm this. On the available evidence, Mrs P has held the account for several years and has always received statements in regular print. She has contacted NewDay before to query missing statements and interest charges but I can't see that she ever raised an issue about print size. I think that if Mrs P had requested large print when she opened the account she would have mentioned this issue much sooner than September 2018.

I can see that since September 2018 NewDay has arranged for statements to be sent in large print. Mrs P has confirmed that she's receiving these. But she's still unhappy that she was charged interest at a time when she wasn't receiving large print statements.

I've looked at Mrs P's July 2018 statement. This required payment of the full balance by 20 August 2018. I can see that Mrs P only paid part of the balance. This resulted in interest being added to the account.

I've also looked at Mrs P's August statement. This required payment of the full balance by 20 September 2018. I can see that Mrs P didn't make her payment until 24 September 2018. This resulted in interest being added to the account.

On balance I'm unable to say that NewDay has made an error. The terms and conditions of the account require the full balance to be paid by the due date and allow interest be added if the full payment isn't made or if the payment is late.

For the reasons I've given I'm unable to uphold the complaint and I won't be asking NewDay to refund any interest.

**my final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 23 February 2019.

Emma Davy  
**ombudsman**