

complaint

Mrs D has complained that NewDay Ltd opened a store card using an incorrect spelling of her name, and that it charged her late fees. She is also unhappy about the calls it made to her requesting payment.

Mrs D is represented by her husband. In this decision, I'll refer to submissions made by him, on her behalf, as having been made by Mrs D.

background

Mrs D took out a store card with NewDay, but it misspelt her name. Later, she missed a payment, and although her husband then made the payment, the late payment fee wasn't removed. Mrs D also says she was regularly harassed by NewDay when it was seeking payment.

Our adjudicator didn't recommend that the complaint should be upheld. This was because he felt the misspelling was an administrative error only and that Mrs D had signed the credit agreement, and that it had been reasonable for NewDay to charge a late payment fee. He also thought it was reasonable for Mrs D to be contacted about the debt and didn't feel Mrs D had been harassed.

Mrs D disagreed. In summary, she felt the use of a misspelt name was negligent and an attempt to pervert the course of justice, and that she'd never have signed a credit agreement with her name misspelt on it.

my findings

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

It seems that Mrs D's name was spelt incorrectly on the credit agreement, which led to it being copied incorrectly into other documents (specifically, the account statement and arrears letters), and on the store card itself. I feel this was an administrative error only, and cannot fairly be construed as either negligence or an attempt to pervert the course of justice. This is the case whether or not Mrs D signed the credit agreement. But in any event, I note she used the card, and this also had the name misspelt on it. NewDay has explained to Mrs D how to have the name changed on the account, and I think this is appropriate to put matters right.

Nor do I think a misspelt name means repayments shouldn't be made. Mrs D owed money on the account, and as the repayment wasn't made on time, I think it fair that a charge for this be applied to the account (which is in line with its terms and conditions).

I can see that NewDay contacted Mrs D around twice a day. Like the adjudicator, I don't feel this amounts to harassment. Rather, I think it was a reasonable attempt to ask for payment of money it was owed.

For these reasons, I don't feel NewDay has acted inappropriately or unfairly.

my final decision

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 9 October 2015.

Elspeth Wood
ombudsman