

## **complaint**

Mr S complains NewDay Ltd (trading as Opus) sent him a default notice when it shouldn't have.

## **background**

Mr S initially complained that Opus had registered a default on his credit file without telling him. Opus accepted it hadn't sent a notice of intent to file a default as it should've. And it offered £25 compensation for that. But it said the default had otherwise been filed correctly. I issued a decision dated 16 March 2017 saying that – other than not notifying Mr S of its intention to register the default – I thought Opus had acted correctly. And I was satisfied the £25 Opus had offered reflected the inconvenience Mr S had been caused.

A week after my decision – on 23 March 2017 – Opus sent Mr S a letter which included a default notice for his debt. This asked for £1,153.36 to be paid before 13 April 2017. It said if this didn't happen *"We will terminate our agreement with you and close your credit card account...immediately and without further notice. The full balance of £5,011.00 will be immediately repayable"*. Mr S contacted this service and complained about this default notice.

The investigator was satisfied this default notice was what Opus should've sent Mr S in 2013. She said she couldn't comment on what would've happened if it'd been sent when it should've been. But she could consider whether Opus had done anything wrong by sending the default notice now. She wasn't persuaded it had. She was satisfied the cover letter was clear that the default notice was what should've been served over three years ago.

Mr S didn't agree. His complaint's therefore been passed to me for a decision.

## **my findings**

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, I haven't upheld Mr S's complaint.

Like the investigator, I haven't considered what Mr S would've done if the default notice he's now been sent had been sent to him back in 2013. I'm satisfied that was covered in my decision dated 16 March 2017. I've therefore also only considered whether Opus did anything wrong when it sent the default notice on 23 March 2017.

I accept the default notice is confusing as it refers to the account being closed if £1,153.36 isn't paid by 13 April 2017. But Mr S's account had already been closed and sold to another business on 17 December 2013. And I'm satisfied Mr S knew this at the point he received the letter and default notice. I note what Mr S has said about his contract with Opus but I'm satisfied it has been terminated and he no longer has a relationship with it.

Mr S also accepts a cover letter was included with the default notice. Opus has provided a sample copy of that cover letter. It explains:

*"We previously wrote to you regarding your "Client Name" account that was sold on "Grace End Date" which is now owned by "Spare 1". Unfortunately we have identified that the statutory Default Notice provided to you with the letter was incorrect and we sincerely*

*apologise for this error. We now enclose a correct Default Notice. The reason for the issue of the incorrect Default Notice was due to a technical difficulty.*

*We registered a default with the Credit Reference Agencies when the account historically fell into arrears and you failed to pay the monies due at the time. The re-sending of this Default Notice has no impact on the date the default was registered or the registration of the default against your credit file as it accurately recorded the non-payments at the time."*

Taking everything into account, I'm satisfied the cover letter explained why a new default notice was being sent. And I'm satisfied it was clear this was for administrative reasons – rather than because any action was required from Mr S. I'm therefore not persuaded Opus did anything wrong in sending it.

### **my final decision**

My final decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 August 2017.

Laura Parker  
**ombudsman**