

### **complaint**

Mrs D complains about expense, stress and inconvenience she suffered when NewDay Ltd didn't add a payment to her credit card account.

### **our initial conclusions**

Our adjudicator felt that fair compensation was £100. NewDay disagreed so the complaint has been passed to me for a final decision.

### **my final decision**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm satisfied that NewDay have already compensated Mrs D for the direct financial losses she incurred. Mrs D has been asked for but hasn't provided, evidence about overseas phone call charges. So I don't think there should be any award for this. Mrs D's credit file has also been amended. So the remaining issue in this case is the amount of compensation for trouble and upset experienced by Mrs D as a result of what NewDay did wrong.

It was NewDay's fault the payment wasn't initially added to Mrs D's account. It didn't correct this mistake for just over two months. In that time NewDay sent Mrs D five letters in all notifying her of and/or chasing the "missed" payment. I'm satisfied from what Mrs D has told us that the gist of these letters came to her attention when she was overseas and she became justifiably anxious, particularly about her credit rating. I've considered NewDay's argument that £15 is sufficient compensation because - it says - Mrs D didn't make direct contact with NewDay until 3 March. Firstly, I'm not certain that's right. Mrs D has told us she phoned NewDay on 5 February. And I've noticed the call records appear to show a call in addition to the one from her daughter. Secondly, it clearly *was* possible for NewDay to correct its own mistake without further input from Mrs D - that's exactly what it did on 2 March. And NewDay could've avoided causing stress to Mrs D in the meantime if it had *actually* put the account on hold, as it said it has done in its 6 February letter. Overall therefore, I think £100 is fair compensation. **My final decision is that NewDay Ltd should pay Mrs D £100.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to either to accept or reject my decision before 11 September 2015.**

*Alison Miller-Varey*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.