

complaint

Mr A complains NewDay Ltd breached its contract with him. It put a prolonged block on his account which was unnecessary and caused him a financial loss as well as distress.

our initial conclusions

The adjudicator didn't consider NewDay had made an error when it put a block on the account.

Mr A disagrees. He says the adjudicator has made a number of errors in her assessment and she needs to hear the call he made to NewDay on 20 January. He says during this call it verified and authorised the transaction he was proposing.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr A and the business have provided. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances. I don't consider NewDay was incorrect to block the account – I consider it had genuine concerns about the security of the account. I appreciate Mr A doesn't agree and thinks if I could listen to the call of 20 January I would see that the transaction he was proposing to make was verified. Unfortunately a copy of Mr A's call isn't available. But – on balance – I don't consider it likely NewDay would block the account for any reason other than a genuine concern about security. And I consider it had the power to do so under the terms of the account.

I do think NewDay hasn't handled Mr A's complaint as well as it could have done - when it referred to the terms and conditions of the account it did so in a way that was confusing and unhelpful. It has paid Mr A £58.45 and offered a further £25. I consider this is fair and reasonable.

My decision is that I order NewDay Ltd to pay Mr A £25.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A either to accept or reject my decision before 2 December 2014.

Nicola Wood

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.