

complaint

Mr D complains about the service that he received from NewDay Limited in relation to his credit card account. He says that NewDay's been unhelpful, ignored his request to change his payment due date, harassed him with phone calls and that he isn't happy with the charges applied to his account. He's also complained about NewDay's online messaging system.

background

Mr D has a credit card account with NewDay. He contacted this service in December 2017 about issues with his account. He says that the problems include NewDay asking him to call it, refusing to let him speak to a supervisor, transferring his calls to a debt collection agency (which knew nothing about his case), its online messaging service, the charges that it's applied to his account, its refusal to change his payment due-date and that it has called him continuously to pay his bill. His complaint was forwarded to NewDay - but Mr D wasn't satisfied with its response so complained to this service.

The adjudicator recommended that this complaint should be upheld in part. He didn't think that NewDay had made any errors with the overall management of Mr D's account or its charges. But he did think that it made excessive call attempts to Mr D – so he recommended that it should pay him £200 compensation as an apology.

NewDay has asked for this complaint to be considered by an ombudsman. It says, in summary, that:

- it doesn't agree with the recommendation to pay £200 compensation to Mr D;
- as part of its dialler strategy, calls may be placed to the numbers held on file up to, but no more than, twelve times per day (which has recently been changed to ten times per day);
- it only re-dials in the event that it's unable to make contact with the customer;
- it was rotating numbers for Mr D (which is a common practice across the industry) to try its best to get hold of him;
- the dialler report shows that all calls were made within its strategy and that Mr D hasn't been called excessively;
- the calls were made because there was no answer from Mr D; and
- its aim isn't to put undue pressure on its customers but to speak to them in order to drive a solution and support them as much as possible in repaying their debt.

And Mr P says that NewDay's attitude of denial is further evidence of its behaviour throughout this process and that he's received letters from the debt collection agent which contradict what NewDay claims and his phone records show up to twelve calls a day (and they weren't about customer service). And he says that his account hasn't been frozen through this process, so it continues to affect him.

my findings

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

NewDay had provided its customer records for Mr D which show that:

- Mr D's account was over its credit limit from July 2017;

- he asked to change his payment due date and it asked him to provide the date that he wanted it changed to;
- he was sent notices of default in August and September 2017;
- it wrote to Mr D in September 2017 about a missed payment and explained that a £12 late payment fee had been applied to his account – and received an e-mail from Mr D which said that he was overdrawn (which had been made worse by the late payment fee) and that he'd asked for his payment due date to be changed;
- NewDay wrote to Mr D again later that month to tell him that his account was in arrears and then to ask that he make contact with it;
- Mr D was sent another notice of default in October 2017 which required him to make payment the following month – but Mr D contacted NewDay and complained about the excessive calls that he was receiving – and he said that he was going to complain to this service;
- NewDay sent several further letters to Mr D in November 2017 about the arrears on his account and asked him to call it to discuss his account; and
- it wrote to him again in early December 2017 to say that it had terminated Mr D's agreement and it told Mr D, when he called it, that his account had been transferred to a debt collection agent.

It's clear that Mr D's account was in arrears from July 2017 – and that NewDay sent letters and default notices to him about the arrears and that it tried to contact him by phone. But Mr D hasn't made the required payment to NewDay and he hasn't responded to its requests that he make contact with it about the arrears. So it terminated his account and transferred it to a debt collection agent in December 2017 (and it's stopped charging interest on the account). I consider that to have been fair and reasonable in the circumstances.

It's also clear that Mr D asked to change his payment due date. And NewDay asked him to confirm the date to which he'd like it changed – but there's no evidence to show that he provided that information. And when he complained to NewDay about it, his account was in arrears and it said that the date couldn't be changed until the arrears had been cleared. I'm not persuaded that it acted unfairly or unreasonably in not changing Mr D's payment due date.

NewDay had a legitimate interest in contacting Mr D about the arrears on his account. And it sent him letters and tried to contact him by phone. But NewDay's dialler report shows that it attempted 366 calls to Mr D in October and November 2017. And 210 of those calls were attempted after its customer records show that he'd complained to it about excessive calls. I consider that to have been excessive in the circumstances. And I consider that the number of calls made to Mr D during that period will have caused him distress and inconvenience. So I find that it would be fair and reasonable for NewDay to pay £200 to Mr D to compensate him for that distress and inconvenience.

Mr D has also complained about other issues with the service that he received from NewDay. But, other than the excessive calls, I'm not persuaded that the service that Mr D received from NewDay was unfair or unreasonable – or that it has acted incorrectly. It says that it's able to help if Mr D is experiencing financial difficulties – and it's asked that he contact it (or the debt collection agent). And I remind NewDay that it's required to respond to any financial difficulties that Mr D is experiencing both positively and sympathetically.

my final decision

For these reasons, my decision is that I uphold Mr D's complaint in part. And I order NewDay Limited to pay £200 to Mr D to compensate him for the distress and inconvenience that he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 November 2018.

Jarrold Hastings
ombudsman