

#### complaint

Miss B complains NewDay Ltd recorded her address incorrectly which meant she didn't get credit card statements and had to make multiple phone calls.

#### our initial conclusions

The investigator said NewDay had recorded Miss B's address incorrectly. But as it updated the address correctly during a call quite soon after, refunded a late payment fee and paid Miss B £20 compensation by way of apology, she thought it'd done enough to put things right.

Miss B disagreed. She said NewDay had breached data security, had sent her a generic final response letter and had caused her to have to make multiple calls. She didn't think £20 compensation was enough to put things right.

#### 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. Having done so, I agree with the investigator.

NewDay recorded Miss B's address incorrectly in May 2017. But the address it recorded doesn't exist, so I think it's unlikely the June 2017 statement was delivered, and the address was updated in time for the July 2017 statement. Miss B may not have made a payment on time, but it was her responsibility to make a payment whether she received a statement or not. In any case, NewDay refunded the late payment fee and has said it didn't report the late payment to the credit reference agencies.

Miss B has said she needed to make multiple calls. NewDay doesn't have a record of them, and Miss B hasn't shown she made them. And I think updating an address would've been fairly straightforward, so I'm not persuaded this matter caused the need for lots of calls. The final response letter addressed the complaint and offered a resolution, so I think it was sufficient.

Overall, NewDay made a mistake. Mistakes can and do happen, and I don't think this one had much of an impact on Miss B. So I think NewDay's apology and £20 compensation was a fair and reasonable resolution to the complaint.

My final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B either to accept or reject my decision before 20 December 2017.

James Langford

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.