

## **complaint**

Mr P complains about unsolicited contact he's received from NewDay Ltd in relation to his credit card account.

## **background**

Mr P says when he opened his credit card account he elected not to receive marketing communications. He says this request wasn't honoured and he was obliged to initiate a formal complaint. And he says ND promised to cease sending him texts, emails etc.

Mr P also says he later started getting promotional text messages again. He says yet again the matter wasn't investigated properly. And he says he's had no reasonable explanation for the recurrence of the original issue.

In addition, Mr P says as a secondary issue he's received a letter indicating a credit reference agency's been given his telephone numbers. He says he believes that's personal information and he believes the source is ND.

So, Mr P says he thinks ND should pay him £250 compensation to reflect the inconvenience he's experienced as a result of the matters he's complained about.

ND says it followed the correct process, whereby it stops marketing communications but it won't automatically stop sending servicing information. But it says it accepts Mr P's raised this matter with it a number of times. So, it says it will agree to pay him £50 compensation to bring the matter to a close.

Mr P complained to ND about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr P's complaint should be upheld and ND should pay him £50 compensation for the inconvenience he's been caused.

Mr P disagreed with the investigator's conclusions. He thought he should receive compensation of £250. So, the matter's been referred to me to make a final 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.

I've decided to uphold Mr P's complaint and to require ND to pay him £50 compensation. I'll explain why.

It's clear Mr P had to contact ND a number of times before it properly actioned his request not to receive promotional information. And I note it continued to send him account servicing information until very recently. I also note ND's confirmed Mr P's details have now been removed from the relevant systems and he should only receive essential communications, going forward.

I acknowledge Mr P considers he should receive £250 compensation for the inconvenience he's experienced as a result of this matter. But the awards of compensation this service makes in circumstances of this nature are limited. And I see our investigator recommended

compensation of £50, which ND's agreed to pay. I think this fairly reflects the extent of inconvenience experienced by Mr P and is in line with awards made by this service in comparable circumstances. So, I uphold Mr P's complaint on this basis.

I note Mr P's also raised a secondary issue about his personal information being given to a credit reference agency. The information I have indicates when Mr P opened his account online, he didn't put a tick in the relevant box to express his unwillingness for his information to be shared with third parties. I understand that in response to Mr P's complaint about this matter ND's taken steps to reverse the position in that respect. And financial businesses are required to report certain information to credit reference agencies. But if Mr P remains unhappy about how ND's used his personal data he could refer that matter to the Information Commissioner's Office.

### **my final decision**

I uphold Mr P's complaint against NewDay Ltd. It must pay Mr P £50 compensation for the inconvenience he's experienced as a result of this matter.

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

Robert Collinson  
**ombudsman**