

#### complaint

Miss G complains about poor customer service given by NewDay Ltd when she called to make a payment towards her account. She's not happy with NewDay's offer of £10 compensation.

#### our initial conclusions

The adjudicator said he listened to the call between Miss G and NewDay and felt there were customer service issues. He said Miss G had to ask several times for a manager to call back. And, she wasn't told about her future payment date. He said NewDay should pay £50 compensation.

NewDay disagrees. It said the advisor tried to help Miss G by giving her information about her account. And, it said a manager called her the next day as agreed.

#### 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.

Miss G called NewDay to make a payment in October 2015. In its final response letter, NewDay wrongly said Miss G called in September 2015. NewDay apologised. It accepts it made a mistake.

Miss G feels NewDay fell below the level of customer service she expected. I've listened to the call she made. I note the advisor wasn't able to help as much as she'd have liked. He couldn't provide a reference for her payment. And, he couldn't say when her future payment date was. I don't think Miss G was given a clear understanding of what was happening with her account. I think this is why she asked a manager to call her back. And, she had to ask several times before the advisor arranged this. I accept a manager called Miss G and it seems this was helpful. But, I don't think this would have been necessary if the original advisor had been able to help more. In light of the inconvenience NewDay caused Miss G, I think a further £40 compensation is fair.

My final decision is I uphold this complaint. I order NewDay Ltd to credit Miss G's account with a further £40 so she'll have a total of £50 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss G either to accept or reject my decision before **2 July 2016**.

Loucia Kyprianou

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.