

## **complaint**

Mr H's complaint is that NewDay Ltd ("NewDay") is holding him liable to spending on a credit card account that he didn't make.

## **background**

In December 2016, Mr H made an online application for a credit card. But he says he presumed he hadn't been accepted, and he never received a card or PIN. By the end of January 2017, he heard from NewDay saying he'd gone over his limit on his credit card account.

Mr H said the cash withdrawals on the account weren't made by him, and that NewDay was wrong to hold him liable for the balance owed.

But NewDay said that his application for the credit card was accepted, and that a card and PIN was sent to the address he'd provided. It also said its fraud department had carried out an investigation, and determined that he was liable for the spending on the account. So it was going to continue to hold him liable for the money owed.

Mr H brought his complaint to this service. Our adjudicator looked into matters, and investigated further. She concluded that she couldn't safely say that Mr H himself hadn't made the withdrawals, and that NewDay wasn't therefore being unreasonable in seeking repayment from him.

Mr H didn't agree. He said he felt as though nobody was listening to his version of events. He asked for an ombudsman's review.

## **my findings**

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 think our adjudicator's right that NewDay isn't acting unreasonably in seeking to hold Mr H liable for the account balance.

Mr H has told us that he didn't think his application had been accepted. But NewDay's explained that online applications show immediately whether this is the case or not. So I'm satisfied he would have known at the time that an account would be opened for him, and a card and PIN sent out.

It would also be remiss of me not to mention the existence of some contradictory explanations Mr H has provided in the course of his complaint. And in cases where the evidence we have is reliant on the credibility of a witness, this lack of reliability doesn't help him.

Mr H says he deliberately gave an old address in his application, but this doesn't make sense to me. He doesn't say it wasn't a genuine application, so I'm presuming he did want to open a credit card account. On that basis, why would he give an address that he'd already left?

Whatever the explanation for this, in the absence of another more plausible explanation for what happened, I can't say NewDay's wrong to continue to hold him liable for the credit card debt.

**my final decision**

My final decision is that NewDay Ltd doesn't need to take any further action to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 August 2017.

Ashley L B More  
**ombudsman**