

## **complaint**

Mr P complains that his credit card account was transferred to NewDay Limited without his consent. He also complains that the interest rate was increased.

## **background**

Mr P had an account with a credit card provider. It transferred his account to NewDay in 2010. He complained to the credit card provider that it had breached his data protection, that the interest rate had been increased and that he had been mis-sold payment protection insurance. He was not satisfied with its response so complained to this service. His complaint about payment protection insurance has been dealt with separately.

The adjudicator did not recommend that this complaint should be upheld. He concluded that NewDay was now responsible for the account and that the credit card provider was able to transfer ownership of Mr P's account. He was satisfied that the interest rate had not changed – the credit card provider showed simple interest rates and NewDay showed compound interest rates. He concluded that NewDay's offer to pay £20 compensation to Mr P because of its delay in responding to his complaint was fair and reasonable.

Mr P has asked for his complaint to be considered by an ombudsman. He says, in summary, that: his complaint is against the credit card provider - not NewDay; the credit card provider told him to stop using his credit card if he did not want his account to be transferred (so he stopped using it in the months before the transfer); and his account was transferred against his wishes.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr P says that he did not want his account to be transferred to NewDay. So he stopped using the account. But he did not close the account. The credit card provider then transferred some credit card accounts to NewDay. That included Mr P's account. NewDay accepted responsibility for the transferred accounts. So – although Mr P says that his complaint is about the credit card provider – I find that responsibility for his account has been transferred to NewDay. And that includes this complaint – so I find that this complaint is correctly made against NewDay.

The terms and conditions of Mr P's account say:

*“Personal information may be used within or outside [the bank] and disclosed ... to any person to whom we propose to transfer any of our rights and/or responsibilities under the Agreement.”*

I find that the credit card provider was entitled to transfer Mr P's account to NewDay and I do not consider that Mr P's data protection has been breached. Even if Mr P had closed his account before the transfer, information about his account would have been transferred to NewDay as it became responsible for the account. It is required to retain information about current and closed accounts for a reasonable period of time in accordance with data protection principles. I find that the credit card provider and NewDay have not acted incorrectly in that respect.

I find that NewDay has explained the difference in the presentation of interest rates to Mr P – and I am not persuaded that his interest rate has been increased.

NewDay has paid £20 compensation to Mr P because of its delay in responding to his complaint. But I find that it would not be fair or reasonable in these circumstances for me to require it to pay any further compensation to him or to take any other action in response to his complaint.

**my final decision**

For these reasons, my decision is that I do not uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 18 December 2015.

Jarrold Hastings  
**ombudsman**