

complaint

Mr C says that – despite complaining many times – it took NewDay Ltd (NewDay) a year to stop sending him text messages about its services.

background

Mr C kept getting text messages from NewDay promoting services he wasn't interested in. Over a period of a year he complained several times. He says some of his letters went unanswered, and some explained why NewDay felt it could send the text messages despite Mr C saying he didn't want them. Eventually Mr C asked for his mobile phone number to be removed from NewDay's records, which appears to have stopped the texts.

NewDay paid Mr C a total of £60 as a "goodwill" gesture for the trouble he'd had, although it didn't think it had done anything wrong.

Mr C didn't think that was enough and brought his complaint to us.

Our investigator looked at all the information and, taking into account the trouble NewDay had caused and the way it dealt with Mr C's complaints, thought the compensation should increase to £150.

NewDay doesn't agree so I've been asked to decide this complaint.

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 looked at the letters Mr C sent and the responses he received. And I'm going to uphold his complaint.

Mr C's instruction should have been easy for NewDay to follow – he asked it to stop sending him marketing texts. In particular he asked for it to stop sending ones about balance transfers. Those are offers for Mr C to transfer money he might owe on another credit card (for example) onto his card account with NewDay.

NewDay says such offers aren't "marketing" but essential messages of benefit to a customer. It describes them as being similar to statements of account. I don't necessarily agree with that, but even if I did, NewDay should comply with Mr C's instructions. He wasn't asking NewDay to stop contacting him – he just wanted it to stop sending texts.

I can see no reason why it didn't do that when he first asked.

I can see also that the complaints process has been long winded and frustrating for Mr C. And I agree he was probably given the wrong information about how referring his complaint to this service should be done – and whether he should continue with his initial complaint or start a new one. Fortunately, as Mr C says, this hasn't affected him, other than adding to his inconvenience.

This service doesn't "punish" businesses for making mistakes. That would be the remit of the relevant regulator, if appropriate. In this case it's the Information Commissioner's Office.

Instead we make awards for the trouble and upset caused by a business's actions. I agree that £150, as suggested by our investigator, is a fair reflection of the inconvenience Mr C has suffered.

I see NewDay made several "goodwill" payments into Mr C's card account, after he complained. That's left him with a credit balance. Some of the payments were made after he asked NewDay to remove one payment and hold it abeyance until he agreed the total compensation sum.

I don't think this is an appropriate way to pay redress, unless it's what Mr C wants. NewDay should pay Mr C £150 however he instructs it to. I understand Mr C wants a direct transfer to his bank account, and has given us the relevant details. If NewDay decides to also remove the "goodwill" credits from Mr C's card account, then it must ensure he isn't negatively affected by that.

my final decision

I uphold this complaint and I order NewDay Ltd to pay Mr C £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 January 2019.

Sue Peters
ombudsman