

complaint

Mr A says that NewDay Ltd (trading as Opus) continued to charge him interest after his card was blocked and couldn't be used for purchases. He asks for ten years' interest to be refunded.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. He said the terms conditions of the account allowed the bank to change interest – it was related to the existing balance and not linked to whether the card could be used for future spending. Mr A disagreed saying the card was blocked since 2005 so all he was doing was paying interest and his account wasn't offering him the same service as before. And he should've been offered a loan to repay his outstanding balance.

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. Having done so, I've reached the same conclusion as our adjudicator and for the same reasons.

I can't find any grounds to tell NewDay to refund the interest. It was applied in line with the terms and conditions of the account. As we've explained the block stopping spending makes no difference to the business' right to charge interest on the debt Mr A owed. Mr A has asked if it was ok he was just repaying the interest but that's not the case. His statements show his monthly repayments were in excess of the previous months' interest and he was also repaying the capital. And I can't see there was any barrier to Mr A trying to take out a loan to repay the debt if that was his preference, but NewDay was under no obligation to offer him a loan.

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A either to accept or reject my decision before **25 May 2016**.

Rebecca Connelley

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

I note that Mr A has told us he's currently having financial difficulties. Our adjudicator has given the contact details for some organisations that can help.

I would remind NewDay of its obligations to treat Mr A positively and sympathetically.

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.