

complaint

Mr J complains that NewDay Ltd didn't send free flight vouchers and charged him a quasi-cash fee.

our initial conclusions

Our adjudicator recommended the complaint should be upheld in part. She did not find that NewDay was wrong to charge the fee, but thought the information about the flight promotion could be clearer. She recommended that NewDay pay Mr J £150 for his distress and inconvenience.

NewDay responded to say that the loyalty scheme rules were clear and hadn't changed.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr J and NewDay have provided.

Mr J's Ryanair credit card moved to NewDay in April 2014 and Mr J was later told the card would close from 27 July 2014. The letter said "*Final free flight vouchers will be issued in June*". Mr J received a new Ryanair card on 3 June that confirmed the free flight offer and the qualifying periods as 11 December to 10 June and 11 June to 10 December. Mr J had spent enough to qualify for free flights in the first period so he bought currency on 12 June to also qualify in the second. Mr J says he didn't receive the second vouchers and was charged a fee for the currency transaction.

I have seen the terms and conditions (T&Cs) of Mr J's account and I can't see that NewDay made a mistake by charging the fee. I acknowledge Mr J says he hasn't been charged for similar purchases before, but those T&Cs haven't changed so it seems he should have been charged previously.

However, I can understand why Mr J thought he'd qualify for further free flights if he put enough on his card in June. I accept that NewDay said the scheme hadn't changed, but I find the letters about the closure of the scheme could have been clearer. I consider £150 is fair compensation for this.

My decision is that I uphold this complaint in part. NewDay Ltd should pay Mr J £150 compensation for the inconvenience it has caused him.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J either to accept or reject my decision before 27 July 2015.

Amanda Williams

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.