

## **complaint**

Mr J complains that NewDay Ltd gave him poor customer service. It misinformed him that if he made a partial payment towards his credit card arrears, it would remove charges and his credit record wouldn't be affected. He wants an apology and the adverse information removed. And it told him he could use the card in store but when he tried to do so it was declined. He was embarrassed and wants compensation.

## **background**

Mr J is very unhappy with the service NewDay has given him. It told him not to make the partial payment and said the adverse information would only stay on his credit record for six months. NewDay agreed it'd given him incorrect information when it told him he could use his card. It apologised and offered him £65 compensation. He told it he was having some financial difficulties and as a gesture of goodwill it refunded 10 late payment charges of £12 (a total of £120).

The adjudicator didn't recommend Mr J's complaint should be upheld. She listened to the phone recordings and didn't find any evidence NewDay had misinformed him about the timescale of reporting adverse information or that he'd been told not to make the partial payment. So she said the adverse information on the credit file had been applied correctly and she couldn't ask NewDay to remove it. She thought £65 for wrongly telling him he could use his card was fair in all the circumstances.

Mr J wasn't happy with this. He said he was certain he'd been misinformed and that NewDay had admitted this during a phone call. It has added more charges and he is now worse off even after receiving the compensation.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr J wants his credit file amended because he says NewDay gave him wrong information about paying his account. If it hadn't given that advice he believes there wouldn't be any adverse information on his credit file. NewDay says it didn't tell him not to make the partial payment and the phone recording supports that. But even if Mr J had made the partial payment his account would've still be in arrears and it would've been recorded on his credit file. So I can't find that NewDay is at fault for any adverse information on his credit record and I can't ask it to remove it.

NewDay has accepted it gave Mr J incorrect information about the use of his credit card. It's offered him £65 compensation for the embarrassment and inconvenience caused. I agree with the adjudicator that this is fair and reasonable in all the circumstances and in line with our general level of awards.

Mr J told NewDay he was having some financial difficulties. In those circumstances NewDay is under a duty to act positively and sympathetically. It refunded £120 of late payment charges. I think that's fair and reasonable. Mr J's account was still in arrears and further charges were added. But none have been added since August 2015. I've seen a copy of Mr J's credit card statements and I can't find that NewDay has made any error in the late payment charges it's added.

I know how strongly Mr J feels about this but for the reasons I've given I can't ask NewDay to remove the adverse credit information. I leave him to decide whether to accept the £65 compensation NewDay has offered him.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 29 February 2016.

Linda Freestone  
**ombudsman**