

### **complaint**

Miss H complains that NewDay Ltd did not change the address for her credit card account. As a result, she did not receive her statement and pay off her balance. Late payment fees and interest have been added to the sum owing, and Miss H's credit file has been affected.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He was not persuaded that Miss H asked NewDay to change her address. Miss H does not agree. She says she called NewDay in April 2012 to give it her new contact details.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss H and the business have provided. Miss H says that she called the credit card provider in 2012 to give it her new address. It has no record of this. There is a note that Miss H called to discuss paying off her balance, but none of a change of address discussion. I am not persuaded that Miss H gave her new address in the call in 2012. I consider that the note of the call would have recorded it if this had been the case. The other matters discussed are included in the computer record.

Miss H next used her card in April 2013. She did not receive a statement for this as it was sent to her old address. Because of this, she did not pay off the amount owed. Although Miss H had not received a statement, she was aware that there was a balance outstanding for the item she had bought. She did not however take steps to pay this off. As a result, interest and fees have been added to the balance in line with the account terms and conditions. I do not find that NewDay has acted unfairly in doing this. The sum was outstanding for several months. Miss H did not enquire about the fact she had not received a statement, and did not repay the cost of the purchase. Similarly I do not find that the entries on Miss H's credit file should be amended. They are a true and accurate record of the fact that a balance has been outstanding for some time.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss H either to accept or reject my decision before 17 October 2014.**

*Rosemary Lloyd*

*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**

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and the wider circumstances.

### **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.