

## **complaint**

Ms D complains that a mobile phone she bought using her credit card provided by NewDay Cards Ltd (NewDay) was not of satisfactory quality.

## **background**

Ms D bought a new mobile phone in January 2014. As soon as she was connected Ms D said that the reception was poor and she was unable to use the phone to make calls or access the internet. Ms D was given a replacement phone but this developed the same faults. The shop refused to refund Ms D or provide a different phone so Ms D complained to NewDay. NewDay told Ms D that she should send an independent report about the faults with the phone before it would consider the claim.

Initially our adjudicator did not recommend that the complaint should be upheld. He considered that the offer by NewDay to arrange for the phone to be inspected by the retailer was fair and reasonable in the circumstances. Ms D responded to say that she was never made aware of this option by NewDay and was told to get her own report and to contact trading standards. The adjudicator then considered that NewDay should pay £100 to reflect the delay caused by not telling Ms D this. NewDay did not agree and responded to say in summary that it was Ms D's responsibility to evidence a fault with the phone and she could have called the retailer to arrange the inspection.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have looked carefully at the information given to Ms D by NewDay after she raised her complaint. The letters she received suggest that NewDay can't consider her claim unless she provides an independent report and any cost for the report would be reimbursed if the phone was faulty. I can't see from this information that Ms D would have understood that she could send the phone to the retailers repair centre free of charge for it to be inspected.

Because of this I don't think NewDay did enough to assist Ms D resolve her complaint. If this information had been given to her at the outset then she would not have spent time calling trading standards and trying to find an independent person to inspect the phone. I agree with the adjudicator that NewDay should pay Ms D £100 to reflect the trouble and upset caused.

Ms D no longer has the phone so there isn't enough evidence for me to say that it was not of satisfactory quality at the time of sale. I can't fairly ask NewDay to pay for a repair or replace the phone in these circumstances.

## **my final decision**

My final decision is that I uphold this complaint in part. In full and final settlement of it NewDay Cards Ltd must pay Ms D £100. Under the rules of the Financial Ombudsman Service, I am required to ask Ms D to accept or reject my decision before 13 March 2015.

Emma Boothroyd  
**ombudsman**