

complaint

Mr K complains about the actions of NewDay Ltd (formerly Progressive Credit Ltd, trading as Opus) in relation to his credit card account.

background

In 2003, Mr K opened an Associates credit card account. In 2005 the account was under the ownership of CitiFinancial Europe plc, with a credit limit of £10,000 and an outstanding balance of around £5,600. By the following year, Mr K had repaid the balance. He doesn't appear to have used the account since. Account ownership has since passed through several companies.

Mr K has complained to NewDay Ltd – the company currently responsible for his account – as part of a wider concern involving several credit providers. He expressed dissatisfaction over the credit limit it had given him, and practices he feels were intended to lead him into debt.

NewDay didn't have much information about the credit limit or its assessment of Mr K's ability to afford it. Our adjudicator wasn't persuaded that he could recommend upholding Mr K's complaint, particularly given the lack of available evidence in this case. But Mr K didn't accept the adjudicator's conclusions and asked for this review.

my findings

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 don't think there's any grounds for me to uphold it.

Perhaps understandably, given the passage of time, there's not very much information now available to me to show precisely what the bank took into account when deciding Mr K's credit limit. I don't think that's the bank's fault; it's been quite a few years since the credit limit was last reviewed and I wouldn't expect it to hold this information indefinitely. Any investigation I'm able to undertake is therefore based on very limited documentation.

I've no reason to think that Mr K wouldn't have known the credit limit the bank gave him. It was shown on his monthly statements. And while I've very little information about the NewDay account conduct, Mr K has made similar complaints to us about several other credit providers. From the information on those cases, I think it's more likely than not that Mr K understood the nature and level of his borrowing and the terms that applied to his NewDay account.

I've seen no persuasive evidence that Mr K was caused any material disadvantage by NewDay providing him with the credit facility that it did. I'm aware that he considers this complaint part of a wider general concern over the activity of providers within the banking and credit market. But I'm afraid that, based on what I've seen, I can't reasonably conclude that NewDay needs to pay him compensation.

my final decision

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

Niall Taylor
ombudsman