

## **complaint**

Mrs P complained about NewDay Ltd. It didn't add her store card loyalty points and didn't deal well with her complaint.

## **background**

Mrs P opened a store card in October 2014. The card account was run by NewDay. She spent money with the store, but when she got her statements the next month, her loyalty points hadn't been added.

She contacted NewDay, but it didn't add the points. She tried again regularly over several months, but NewDay didn't sort it out.

So Mrs P applied to this service in May 2015. NewDay then replied to Mrs P. It said it had now credited her account with her points, and gave her £80 as an apology for the inconvenience. It asked that, if Mrs P was satisfied, she should withdraw her case with us. Mrs P didn't want to, and told the adjudicator she was very unhappy at being asked to withdraw her case.

The adjudicator's view was that NewDay's customer service was poor. He accepted that NewDay had agreed, and had apologised, credited the loyalty points and offered £80 compensation. But he thought the amount of compensation wasn't enough. He pointed out how long Mrs P had had to wait, and that NewDay's contact notes weren't accurate about how old the complaint was. He noted that Mrs P had been cut off, and not rung back, and that she said the phone calls had cost her £30. The adjudicator thought that NewDay should offer Mrs P an extra £100 compensation, for the trouble, upset and cost caused.

NewDay didn't agree. It accepted that its service fell short, but considered it had paid enough compensation. It said that it had only suggested to Mrs P that she should withdraw her complaint as an option. It also said it had taken account of her call costs in the £80 it had already paid.

## **my findings**

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

The call notes from NewDay show that Mrs P had had to phone many times, and still hadn't got a proper reply six months after she complained. It wasn't until after Mrs P wrote to this service that she got a substantive reply. So I consider she suffered considerable frustration, as well as the cost of her calls, when NewDay repeatedly didn't sort things out.

I've also noted that NewDay's call records appear to show that it didn't start counting the time of her complaint until March – when she had actually first complained the previous November.

Mrs P was understandably unhappy when NewDay wanted her to withdraw her complaint to this service. NewDay has said it wasn't its intention to get her to withdraw her complaint to us after we'd accepted it. But this is how I read NewDay's letter – and it's clear NewDay hadn't replied at all until after we got involved.

Overall, I think Mrs P should have more compensation than NewDay eventually offered her. I consider it would be fair and reasonable for NewDay to pay Mrs P an extra £100 for all the delay, trouble, and upset she's had in trying to get something sorted which should have been straightforward.

**my final decision**

My final decision is that I uphold this complaint. I order NewDay Ltd to pay Mrs P £100 compensation for delay, trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 5 October 2015.

Belinda Knight  
**ombudsman**