

### **complaint**

Mr T complains that due to new security checks he is now unable to access his NewDay Ltd (previously Progressive Credit Limited) credit card account on-line. Despite many contacts, the bank is unable to provide him with an alternative. He wants it to enable him to service the card on-line or to write off the balance.

### **our initial conclusions**

The adjudicator recommended that the complaint be upheld. He thought the bank had not responded adequately. He recommended that the bank pay £250 compensation, refund late payment fees, refund interest applied since the complaint was made, and remove any adverse data (if registered) from Mr T's credit file. The bank agreed to offer £250 and refund late fees. It declined to refund interest as the account was not in use apart from Mr T gradually paying off the balance.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr T and Progressive Credit Limited have provided.

It is the bank's commercial decision how it operates its systems, including security checks, and this service will not interfere in that. It is also the bank's decision to offer accounts to customers living abroad. I cannot properly order the bank to provide Mr T with an on-line service.

I can see from the bank's records that Mr T is now able to make repayments on his credit card balance, albeit with some inconvenience to him. The alternative, to close the account, does not suit him. I note that one late payment fee has been refunded and no others charged. Therefore Mr T's losses are his telephone expenses, his distress and inconvenience and considerable frustration. I agree with the adjudicator that £250 compensation in these circumstances is fair and reasonable. I don't consider that refunding interest would be fair as Mr T would have been expecting to pay that in any case and he therefore has not suffered a loss.

**My decision is that I uphold this complaint. I order NewDay Ltd (previously Progressive Credit Limited) to pay Mr T £250 for distress and inconvenience as it has offered and remove any consequent adverse data from his credit file.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 4 July 2014.**

*Phillip Berechree*  
*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**

#### **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.