

The complaint

Mrs M says NewDay Ltd was responsible for the decline of several transactions she wanted to make using her credit account.

What happened

Mrs M said she tried to use her credit card for shopping and to pay for online purchases and bills but wasn't able to, meaning she'd lost out on loyalty points and causing her embarrassment. Unhappy with NewDay's decision to offer her £10 as a gesture of goodwill, Mrs M brought her complaint to this service.

Our investigator looked into the complaint and didn't recommend that it should be upheld. They said they could only see evidence of one blocked payment by NewDay – which as it explained was due to possible fraud – and that NewDay's offer of £10 was fair in the circumstances.

As Mrs M didn't agree with the investigator's findings, the complaint was passed to me to review afresh.

What I've decided – and why

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

I realise that Mrs M said she intended to obtain and provide us with further information in support of her complaint. However, I also note we've been waiting for that information since September 2023. That being the case, I think Mrs M's had sufficient time in which to make further submissions, and so it's fair for me to consider the complaint now based on the available evidence.

Having done so, I don't uphold this complaint. I'll explain why.

It's not in dispute that NewDay did block at least one transaction Mrs M attempted to make using her credit card in November 2022. NewDay's explained that it had legitimate reason to stop the transaction, which related to suspected fraud. And NewDay's offered Mrs M £10 for that as a gesture of goodwill.

Mrs M says that's not the issue she's complaining about, but instead is unhappy with the problems she'd experienced in trying to use the card during a period of around three months from September 2022 onwards. She says this caused embarrassment and resulted in her losing out on reward points she'd have otherwise earned had she been able to use the card as she wanted.

I don't doubt that Mrs M's been frustrated in trying to use her card as she'd have liked. But I can only fairly uphold the complaint if, on balance, I can see NewDay did something wrong in the first place.

From the evidence and information provided by both parties, I'm not satisfied that NewDay treated Mrs M unfairly as she believes. I can't say for certain why Mrs M had problems using the card on the occasions she mentions. We've been sent a list of declined transactions by NewDay since September 2022 and the only entry showing relates to the transaction in November of that year already mentioned above. I've seen no other evidence to indicate NewDay's blocked any other transactions as Mrs M says. As such, I can't discount the possibility that the issues Mrs M experienced with other transactions were due to the actions of one or more third-parties, rather than NewDay.

Overall, I think NewDay's previous offer to Mrs M's fair in the circumstances since I'm not persuaded that it's responsible for the issues she's experienced or that it's otherwise treated her unfairly.

My final decision

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 4 April 2024.

Nimish Patel
Ombudsman