

## **The complaint**

Mr M is unhappy about a number of events relating to his credit card and the service he has received from NewDay Ltd trading as Marbles.

## **What happened**

Mr M holds a Marbles branded credit card with NewDay.

In August 2023 Mr M complained to NewDay. He said:

- NewDay failed to intervene when he made several cash withdrawals on the credit card
- NewDay failed to provide him with reasonable notice when reversing a temporary credit on his account which related to an unsuccessful disputed ATM withdrawal in March 2023
- NewDay has provided a poor level of service on a number of occasions between February and March 2023

NewDay issued its final response and paid Mr M compensation and refunded some interest and charges. Unhappy with NewDay's response Mr M referred his complaint to our service.

Our investigator reviewed the complaint and didn't uphold it. Mr M raised further points during the course of our investigator's review and in response to a number of views, but ultimately our investigator didn't find NewDay's actions in relation to approving the cash withdrawals, or reversing the temporary credits after the chargeback claims were unsuccessful, to be unreasonable. When considering the service concerns Mr M had raised our investigator acknowledged there were some issues which NewDay had in part accepted, but he considered the compensation it had already paid, and the fees and charges it had already refunded, were fair in resolution of the complaint.

NewDay didn't respond to our investigator's outcome; Mr M disagreed. In summary, he maintained his arguments that he was given conflicting and misleading information on multiple occasions; and as such NewDay didn't provide him with a reasonable level of customer service.

Mr M asked for an ombudsman's decision, so the case has been passed to me to decide.

Mr M has raised a number of complaints about NewDay which are being dealt with under separate references by our service. Some of Mr M's concerns are similar or overlap his other complaints; so, while I've dealt with the individual details of Mr M's complaint in my decision here, I've also thought about what NewDay has done on those other complaints.

## **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.

The information in this case is well known to Mr M and NewDay, and I've set out the main crux of Mr M's complaint above; so, I don't intend to repeat it in detail here. While I may not

specifically comment on all of the points Mr M has raised during the complaint process, I would like to assure both him and NewDay that I have reviewed all of the information and evidence on file, but I've focused my decision on what I consider to be the key points of the complaint. I don't mean to be discourteous by taking this approach, but this simply reflects the informal nature of our service.

I've set out my decision below under separate headings for ease.

#### Multiple cash withdrawals

Mr M complains NewDay didn't intervene after he had made multiple cash withdrawals from his credit card.

While the primary use of a credit card may not be intended for cash withdrawals due to it being an expensive way of obtaining cash; it is ultimately Mr M's decision as to how he uses his card, within the terms and conditions of the account.

NewDay has provided me with details of its policy relating to cash withdrawals. It has confirmed that once a customer's cash withdrawal balance reaches a certain percentage of the approved credit limit, it stops the ability for further cash withdrawals to be made.

Given the information I've received from NewDay, I consider it acted reasonably by not intervening and limiting Mr M's ability to use the card to make cash withdrawals earlier than it did, and before he reached the limit where further cash withdrawals were prevented.

I say this because as a responsible lender NewDay will have procedures and policies in place to ensure it minimises and mitigates risk, both for its customers and itself. I consider it was therefore reasonable for NewDay to step in and limit Mr M's ability to make cash withdrawals once he'd reached the threshold of its cash withdrawal policy. And I don't consider in the individual circumstances that NewDay ought reasonably to have stepped in any earlier than its policy makes provision for, as Mr M suggests.

#### The disputed ATM transaction credit reversed from the account in March 2023

Mr M is unhappy that NewDay removed a temporary credit from his account with what he considers to be an unreasonable amount of notice for him to get his finances in order.

I've seen the ATM dispute form Mr M signed and agreed to when making his claim.

The declaration confirms that he understands should the claim is unsuccessful, the temporary credit applied to his account will be reversed.

NewDay has confirmed and provided evidence that Mr M's claim was unsuccessful as the funds show as being dispensed by the ATM. Therefore, I consider NewDay reasonably took the action of notifying him of the unsuccessful claim and reversing the temporary credit from the account, as had been set out and agreed to by Mr M when he accepted the declaration when making the claim.

I understand Mr M feels NewDay should provide a customer with more time to get their finances in order before reversing the temporary credit. But I don't consider NewDay's actions to have been unreasonable here, given the claim was unsuccessful and the temporary credit was NewDay's funds which it was reasonably entitled to recover.

Mr M had until the next statement period to look to bring his account back within its credit limit. In any event NewDay refunded a number of fees and charges applied to Mr M's

account in March and April 2023 due to the level of service he'd received. So, I haven't seen any evidence that Mr M suffered any financial detriment due to his account going over its agreed limit.

Mr M has also questioned a duplicated ATM entry on 18 March 2023. However, as our investigator confirmed, the evidence available to us shows one withdrawal on that day. Therefore, I've seen nothing to suggest the withdrawal was duplicated.

#### The overall level of service provided by NewDay

Mr M has complained about a number of service issues including:

- Problems with his credit card app being unavailable
- The details he was provided about how NewDay reports to credit reference agencies
- Incorrect information showing on his April 2023 statement
- Conflicting information provided about his account being over its credit limit
- NewDay's refusal to further investigate complaints raised
- Not receiving a requested call back

I think it's reasonable to accept that there will be, from time to time, occasions where Mr M's access to the credit card app may be unavailable, both for planned and unplanned reasons. I accept not having access to the app will have caused some inconvenience to Mr M; but this was a temporary event which appears to have lasted no more than a day. During the time the app was unavailable there were other communication channels available to Mr M in order for him to interact with NewDay. So, while inconvenient, I can't reasonably conclude NewDay should compensate Mr M for the app being unavailable for a short period of time.

NewDay provided Mr M with reasonable explanations to his concerns about how it reports information to credit reference agencies, as well as why a payment Mr M made to the account on 15 April 2023 wasn't reflected in the statement produced on 16 April 2023. Although the payment didn't appear on Mr M's April statement as he expected, it's clear from the May statement that the payment was dated as having credited Mr M's account on 15 April 2023 for interest purposes. So, while Mr M has concerns with the payment, I'm satisfied it was credited by NewDay on 15 April 2023.

Mr M has made reference across a number of his complaints with NewDay about him being provided with conflicting information about his account being over its agreed credit limit. NewDay has set out within a number of final response letters its position on this matter, and that although the email subject may suggest the account is over its limit, the body of the email confirms the position – that future interest and charges due to be added to the account will take the balance above its agreed limit should sufficient payment not be received.

While I consider NewDay's communication could be clearer, overall, I'm satisfied the content of the email does reasonably set out the position of the account and as such makes Mr M aware of the situation. Mr M has raised this same concern a number of times across his complaints, and has received on a number of occasions the same explanation from NewDay. So, while he may not agree with the way the email is composed, I consider NewDay has made him aware of the position, and I can't agree that continuing to receive these emails should cause Mr M further uncertainty or distress.

Mr M has said that NewDay has refused to investigate further complaints he's raised. I've not seen any evidence of this. I have seen that Mr M has successfully made a number of complaints about NewDay which have been referred to our service for review. Mr M's point here may be in reference to NewDay not engaging further with him about certain complaint

points after it has issued him with final response letters. If that is the case, then I don't consider it unreasonable for NewDay to have taken that action, since it had provided Mr M with its answer to his complaint points and had therefore exhausted its complaint process. As per the final response letters sent to Mr M, if he remained unhappy the next step was to refer his concerns to our service for review.

I acknowledge Mr M has made reference on a number of occasions to NewDay providing him with incorrect or misleading information, as well as not receiving a call back when requested, which he says has caused him distress and inconvenience.

NewDay has accepted there had been occasions where the level of service it has provided has fallen below its standards. In relation to the service issues Mr M has raised across a number of complaints being reviewed by our service, it has paid a total of £220 directly to his account, and refunded around £260 of interest and charges.

While it's clear there has been some failings in the overall level of service NewDay has provided, I'm satisfied, based on the evidence available to me, that the redress already paid by NewDay fairly reflects these failings.

It therefore follows, having taken all of the above into account, that I don't consider NewDay needs to take any further action in resolution of this complaint.

### **My final decision**

My final decision is that I'm not upholding Mr M's complaint about NewDay Ltd trading as Marbles.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 December 2024.

Richard Turner  
**Ombudsman**