

The complaint

Mr M is unhappy with the service he's received from NewDay Ltd trading as Marbles about several events relating to his credit card.

What happened

Mr M holds a Marbles branded credit card with NewDay.

In October 2023 Mr M complained to NewDay. His complaint was made up of a number of events which I've summarised as:

- In February 2023 Mr M was unable to make a money transfer of around £130
- In May and June 2023 Mr M received correspondence about being over his agreed credit limit
- A live chat session in May 2023 was disconnected rather than being transferred to NewDay's complaints team
- Mr M received correspondence from NewDay in June 2023 that his ATM disputes had been unsuccessful and the temporary credits applied to his account would be reversed. Mr M says insufficient notice was provided before the credits were reversed which caused him distress and led to him incurring fees
- Mr M emailed NewDay's complaint team on a number of occasions in March and April 2023 but these emails went unanswered

NewDay issued its final response letter in November 2023 in which it upheld Mr M's complaint in part. It acknowledged it could have provided a better level of service when the online chat was disconnected in May 2023; and in recognition of this it credited Mr M's account with £50. But it didn't find it had made any errors or acted unreasonably in relation to the other points Mr M complained about.

Unhappy with NewDay's response Mr M referred his complaint to our service for review.

Our investigator reviewed the details and didn't uphold Mr M's complaint. She said NewDay had acted reasonably in relation to the complaint points she could consider; and in the compensation payment it had made when it identified service failings.

NewDay didn't respond to our investigator's assessment; Mr M disagreed. In summary he maintained his arguments that he was given conflicting and misleading information on multiple occasions; and that NewDay didn't provide him with a reasonable level of service. Mr M again set out that these issues had caused him distress and impacted his health.

Mr M asked for an ombudsman's review, so the complaint's 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've 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.

The declined money transfer

Mr M has said in February 2023 he looked to complete a money transfer for around £130 but this failed at the final stage of the process.

NewDay has confirmed that it limits accounts to one money transfer in a 24-hour period. It has said this was why Mr M's further request for a money transfer was declined, as he had successfully made another money transfer earlier in the 24-hour period.

Just like our investigator, I've reviewed the relevant terms and conditions to Mr M's account to understand whether NewDay's actions here were reasonable.

The section titled "*How do you authorise transactions?*" contains a sub section titled "*Money Transfers*" and states "*We can limit the number of balance transfers or money transfers you make...*"

I've seen Mr M successfully made a money transfer on 13 February 2023, followed by six unsuccessful attempts later the same day; and therefore, within the same 24-hour period. While Mr M correctly points out that he had the available balance to make further money transfers, it was NewDay's policy that prevented his further money transfer requests from being completed. And I don't consider it was unreasonable for NewDay to decline further requests within a 24-hour period, based on the terms and conditions relevant to the account.

Correspondence about Mr M being over his agreed credit limit in May and June 2023

I've seen Mr M has raised this same point, albeit about different months, on a number of other complaints about NewDay that he's referred to our service under separate references.

Ultimately, I'm satisfied the content of the emails provided accurate details about the status of Mr M's account. They set out that future interest and charges due to be applied to the account at the next statement date would cause the account to go over its agreed credit limit. So, the details within the email made the position clear, and the email was acting as an early warning indication to Mr M about the status of the account.

Mr M has said these emails caused him distress as the subject and content of the emails didn't tally. I don't doubt Mr M's testimony here; but on balance I consider the content of the email provided enough information to set out an accurate position of the account. And NewDay has explained the position in a number of its final response letters. So, while Mr M may have continued to receive these emails, the purpose of the emails and the information it

was providing him with had already been set out. I therefore don't consider any redress is due here.

The level of service Mr M received when engaging through NewDay's online chat

In May 2023 Mr M says during an online chat session he asked to make a new complaint. He says he was informed that he would be put through to the complaints team; however, this didn't happen and instead the chat was disconnected. NewDay has set out to Mr M why the chat was disconnected, but in acknowledgment have paid him £50 to recognise the inconvenience caused.

I consider it NewDay's level of compensation to be reasonable in the circumstances. I say this because while I acknowledge the inconvenience to Mr M, NewDay has explained that after periods of inactivity its online chat facility will disconnect, and it has said this is what happened in Mr M's case. While I accept Mr M's preferred method of communication may have been online, there were other communication channels available to him in order to raise his complaint with NewDay.

So, while I acknowledge the issue Mr M experienced with the online chat facility will have caused some inconvenience; I'm satisfied the £50 award paid by NewDay fairly reflects the impact of the level of service it provided.

The disputed ATM transaction credit reversals in June 2023

This part of Mr M's complaint is in relation to the communication provided by NewDay about temporary credits being reversed from his account, following unsuccessful ATM chargeback claims.

Mr M is unhappy NewDay proceeded to remove temporary credits from his account within hours of informing him his ATM disputes hadn't been successful. He's said this led to his balance going above his agreed credit limit leading him to incur fees, and causing him distress and anxiety.

I've reviewed the information Mr M agreed to when making his disputed ATM transaction claims. The declaration, that Mr completed, confirms he understands temporary credits applied to his account while the investigation is being completed will be reversed if the claims are unsuccessful.

NewDay has confirmed that it received notification in June 2023 that a number of Mr M's ATM disputes had been unsuccessful. Therefore, it took the action that had already been set out and agreed by Mr M when reversing the temporary credits placed on his account.

While I understand Mr M isn't happy that the reversal of the credits was applied so quickly upon receiving NewDay's notification; I don't consider its action to have been unreasonable.

I say this because as set out above, Mr M was aware that if his claim was unsuccessful the credits would be reversed. NewDay has also confirmed that Mr M had until his next statement date to bring his balance back within its limit. I've not seen any evidence that Mr M was charged an overlimit fee in any event as he suggests; however, I can see that a number of fees and charges were refunded by NewDay in September 2023.

So, based on the evidence I have available to me I can't be satisfied that Mr M did incur a fee or suffered financial detriment because of NewDay's actions here.

I accept that Mr M has said this caused distress and he believed that he needed to promptly make a payment to his account to cover the reversed credits, but this wasn't the case. And in any event, the temporary credits applied to the account were never Mr M's money – they were NewDay's funds that it was reasonably entitled to recover when the claims were unsuccessful. So I don't find NewDay accountable for any error here.

Unanswered emails to NewDay's complaints team in March and April 2023

Our investigator said they couldn't consider this complaint point as it related to complaint handling, which isn't a regulated activity.

Complaint handling itself isn't a regulated activity. But I am able to consider complaint handling when it's ancillary to an ongoing dispute about a regulated activity that does fall within our jurisdiction. As such, I can consider Mr M's point about the unanswered emails in March and April 2023.

Having done so, I'm not going to recommend NewDay need to take any further action.

It's clear there's been a number of service issues which NewDay has acknowledged, in response to this complaint but also across the other complaints Mr M has referred to this service. Considering these service issues at times overlap, or cover similar or the same issues, albeit across different months of the same year, I consider it's reasonable I take the overall compensation NewDay has paid and the overall position it has put Mr M in into account when reviewing what action it should reasonably take with this complaint.

For the cases currently being considered by our service against NewDay where Mr M has raised issues with the level of service he received in 2023, I've seen NewDay has paid compensation totalling around £220 directly to Mr M's account; as well as having around £260 in interest and charges refunded.

Considering the overall position Mr M has been put in by the total compensation and refund of interest and charges received, I'm satisfied the compensation Mr M has received fairly reflects the overall level of service Mr M has received in the circumstances of this case.

So, it therefore follows I'm satisfied NewDay has fairly compensated Mr M for the service concerns he's raised as part 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