

The complaint

Mr G has complained NewDay Ltd, trading as Pulse Credit Card, charged him for transactions he didn't make.

What happened

NewDay administers the Pulse credit card.

Mr G started getting statements from Pulse about a credit card he supposedly held. He'd never applied for this so didn't understand why he then got statements requiring him to make payments. After correspondence with NewDay as Pulse, Mr G paid £64.64 but now wanted this money back.

NewDay who administer Pulse's credit card explained this was a card that had been branded in the name of another company (who I'll call A) that Mr G had taken out in 2018. NewDay's relationship with A had now come to an end. But otherwise their evidence showed Mr G had authorised the transactions. They'd now closed the account in Mr G's name.

Mr G remained unhappy and brought his complaint to the ombudsman service.

Our investigator believed the evidence showed Mr G had made the purchases he disputed, and that overall he wasn't going to ask Pulse to do anything further.

Mr G disagreed with this outcome. He introduced further issues which had caused him concern – specifically why he'd never received emails from NewDay, how the transactions had been made (coincidentally with the retailer also known as A) and why he'd never received the terms and conditions for his account.

Mr G's complaint has been referred to an ombudsman.

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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Firstly I see in Mr G's comments dated 7 December 2023, following our investigator's view, that he says he always accepted he applied for a credit card with A. He received this in 2018 but doesn't believe he ever received a PIN or a copy of the credit agreement. I can see that NewDay's default is that if customers never confirm a specific preference for paper or online statements and correspondence, they'll always receive items online. I'm able to confirm NewDay has Mr G's proper email address as this matches the one he used on his complaint to our service. I think it's more than likely the credit agreement will either have been emailed to Mr G at the time, and he's since forgotten. A copy will also be available online but it's clear from what Mr G has said that he never set up the online account as he only ever used the credit card once, to test that it worked.

However I can see that Mr G must have received the credit card statement from NewDay as he paid the amount due in October 2018.

He never used the account again, but the credit card details would have remained on Mr G's retail account with A. Two transactions were made in August 2022. I know Mr G disputes he made these, but I think it's most likely he did make them. These are two isolated transactions and Mr G accepts he uses his A (retail) account frequently. If his card details had been used by an unknown third party, I think it's likely that considerably more than £44.51 and £16.68 would have been spent.

I don't know why Mr G didn't receive correspondence from NewDay about their relationship with A coming to an end and the rebrand of the product to a Pulse credit card. It's more than possible he did receive it and just discarded it as he thought it was irrelevant to him as marketing puff. It may be that Mr G did notice this. And it was this which reminded him he had a credit card in A's name which he then used.

The statements that Mr G subsequently received in 2022 had already been rebranded as Pulse, despite Mr G never applying for a Pulse card, nor receiving one as his card relationship with A came to an end on 18 October 2022 when the account was closed. But he was still receiving statements because there was an outstanding amount to be paid.

Mr G negotiated with NewDay so that they didn't charge three late payment fees and Mr G paid the outstanding money owed in November 2022. I believe this was for him to pay so I won't be asking Pulse to reimburse him.

NewDay marked missed payments on Mr G's credit record because, from the evidence I've seen, payments were missed. The transactions took place in August 2022 but £64.64 wasn't repaid until 9 November 2022. I won't be asking NewDay to amend this.

I appreciate Mr G feels this is unfair, but I don't agree from the evidence I've seen.

The account is now marked as closed and settled on Mr G's credit record.

I've reviewed the issues Mr G raised in his letter of 7 December and am satisfied I've covered what I believe are the main issues relevant to his original complaint.

Overall I'm not going to be asking NewDay to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Mr G's complaint against NewDay Ltd, trading as Pulse Credit Card.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 February 2024.

Sandra Quinn
Ombudsman