

The complaint

The representative of the estate of the late Mrs B who is Mr B has complained that Marks & Spencer Financial Services Plc ("M&S") would not change Mrs B's address at the request of her husband Mr B in 2016.

Mr B has also complained that this resulted in the monthly membership fees for the M&S premium club being debited until 2022 without the benefits of the Premium Club being able to be used.

What happened

In 2011 the late Mrs B added Premium Club to her M&S credit card. In 2016 Mr B and the late Mrs B changed address. In April 2017 Mr B asked M&S to change the address for the late Mrs B's credit card.

M&S did not do this as it required either a Power of Attorney ("POA") or a Letter of Authority ("LOA") from Mrs B. It did though mark the account as gone away. There was some back and forth around this until, in June 2022, Mrs B sadly passed away. At that point the credit card account was closed and M&S sent a cheque for half of the Premium Club fees paid during this period.

Mr B raised a complaint about this, as he felt that all the fees should be refunded as the benefits could not be used during this period. One of our adjudicators looked into this already and he agreed that this should be the case. M&S did not agree as it felt that it had not done anything wrong and that it had correctly followed its own procedures.

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 accept that M&S followed its own procedures in relation to the changing of the late Mrs B's address, that said I think that this complaint should be upheld. Let me explain why.

Ultimately M&S added a gone away marker to the late Mrs B's account and was on notice that Mrs B had medical issues. It was very unlikely that Mrs B could benefit from the travel insurance that the account came with, the credit card was not being used to gain points and no vouchers could be issued to the late Mrs B, due to the gone away marker. Therefore, it was clear that none of the benefits of Premium Club were being used.

I understand that in some circumstances this would be down to the credit card holder to rectify, and the onus would be on them to remove Premium Club or change their address. But given the specific circumstances of this complaint, I think that it would have been reasonable for M&S to either have proactively help the address change, downgrade the account or with hindsight, to have refunded the Premium Club fees once it was pointed out to them what had happened.

So overall I am upholding this complaint and direct M&S to refund all of the membership fees that were applied to the late Mrs B's credit card account since April 2017 that have not already been refunded.

My final decision

I uphold this complaint and direct Marks & Spencer Financial Services Plc ("M&S") to pay redress in line with the above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B on behalf of the estate of Mrs B to accept or reject my decision before 25 July 2023.

Charlie Newton
Ombudsman