

## **The complaint**

Miss L says NewDay Ltd, trading as John Lewis Credit Card, unfairly reduced the amount of time it gave her to make payments to her credit card account.

## **What happened**

In August 2022 John Lewis wrote to Miss L to tell her it was changing lending partners the following October, meaning her original credit agreement and account would close. John Lewis's new lending partner, NewDay, wrote to introduce itself to her and set out details should she wish to start a new account.

Miss L agreed to a new account and discovered that, under the new agreement, she needed to make the contractual minimum payment within 15 days of receiving her statement. She complained that, by the time the statements reached her by post, she had substantially less than 15 days in which to pay in-branch, as she preferred to.

NewDay didn't uphold Miss L's complaint, saying it had set up a new and separate credit card account to the one she previously held in accordance with her application. That meant it was entitled to change the terms of the account including the payment due date. NewDay told Miss L she could amend the payment due date online if she wanted to.

Unhappy with NewDay's response, Miss L brought a complaint to this service. She said changing the due date as advised wouldn't give her any longer to make the payment. And that, in any case, she didn't like to bank online. Our investigator looked into the complaint and didn't recommend that it should be upheld. They said NewDay had provided Miss L with adequate time to make payments and that it was open for her to set up a direct debit so that they could be made automatically.

As Miss L 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.

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

It's not in dispute that the terms of the credit card account have changed since the previous lender was providing the credit in relation to Miss L's account. Miss L feels that the changes are less favourable and cause her inconvenience. I'm sorry that that's the case.

Nevertheless, I need to determine whether NewDay's treated Miss L unfairly. Taking into account that Miss L was informed in advance of the changes being made, I don't think it has. Despite being made aware of the changes, Miss L chose to proceed with the new account. I've seen a copy of the credit card agreement she signed. I think if she was unhappy, it was open for her to decline the new account. She didn't do that and instead decided to go ahead

with it.

In terms of how the account operates, clearly, it's Miss L's preference to receive statements by post. That service is available to her and she's entitled to that preference. But it seems that's leading to difficulties in terms of her receiving statements in good time. That Miss L's preference is to receive statements by post rather than, say, email is her choice but I can't reasonably hold NewDay for the consequences. Which, in this case, appear to stem from third-party postal issues and delays that aren't the fault of NewDay.

Overall, I think the suggestions NewDay's made, such as setting up a direct debit on the account and/or opting to receive statements by email, are reasonable and proportionate solutions to the issues Miss L's raised. As Miss L's accepted, this service can't dictate to NewDay what its operating processes should be. But I do consider that, broadly speaking, it's treated Miss L fairly in all the circumstances taking account of those processes.

### **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 Miss L to accept or reject my decision before 21 December 2023.

Nimish Patel  
**Ombudsman**