

## **The complaint**

Mrs B is unhappy she cannot pay her John Lewis Partnership card with NewDay Ltd ("NewDay") by cheque.

Mrs B is represented in bringing this complaint, but for ease of reading I'll refer to all submissions as being made by her directly.

## **What happened**

In October 2022, a payment for £51.97 debited a credit card in Mrs B's name.

Mrs B believed this payment was made using another credit card she had. So she sent a cheque for the outstanding balance to a third party, who provided her original Partnership card, however as the card in question wasn't taken out with them, they were unable to accept the payment. So, Mrs B's account with NewDay, where the payment was taken from, accrued interest and late payment fees.

Mrs B says she would like to pay her outstanding balance by cheque, but she doesn't believe this is due to NewDay. She is also unhappy about the late payments fees and interest added to her account. In recent correspondence Mrs B states that she was not given a copy of the terms and conditions and she did not agree to them.

Mrs B complained to NewDay about the above concerns. NewDay responded to say they don't accept cheques but gave details of alternative methods of payment – other than online. NewDay also removed the late payment fees and interest that had accrued to that point, but it explained that it could not make any amendments to the information that had been reported on her credit file as there were no errors made.

Mrs B was not happy with this, so she brought her complaint to us. Our investigator considered all the information and evidence provided and did not uphold Mrs B's complaint.

Mrs B remained unhappy with this outcome, so the complaint has been passed to me for a final decision.

## **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.

Mrs B disputes using her NewDay card. However, NewDay have sent us a copy of her statement dated 7 November 2022 showing a record of the relevant payment for £51.97. So, while I've considered that Mrs B doesn't believe she used this card, the evidence here supports that she did and so I'm satisfied that it's fair that NewDay is asking her to pay back the amount that was spent.

Mrs B says she was not provided with a copy of the credit agreement, or the terms and conditions and she never would've accepted these. NewDay says it would've sent Mrs B the credit agreement in the post along with the card – which sets out the terms and conditions.

Mrs B received the card, so I think it's likely she would've also received the credit agreement with it. Mrs B activated her card and used it

I appreciate that Mrs B would like to pay her outstanding balance by cheque. However, NewDay have provided a copy of Mrs B's credit agreement and this document clearly sets out the methods of payments accepted by NewDay as direct debit, online automated telephone service and internet or telephone banking. Paying by cheque is not included as an accepted method of payment. Mrs B has explained that she doesn't use the internet for her banking and payments. But NewDay has explained other ways she can make payments, including by telephone. So I don't think NewDay has acted unfairly by refusing to accept a cheque here.

Mrs B is not happy that fees and interest were added to her account as a result of the late payment and that this has also been recorded on her credit file. Mrs B says she is willing to clear her outstanding balance and she would've already have done so, had they accepted cheques. NewDay agreed to remove the fees and interest applied until February 2023 as a gesture of good will. But said they would not be able to change the information reported to credit reference agencies as the information passed on was accurate.

As I've said above, NewDay haven't treated Mrs B unfairly by refusing to accept cheques. And payment was not made by the date due, so I don't think NewDay have done anything wrong by reporting this information to credit reference agencies. The terms and conditions also set out that fees and charges will be applied to her account if payment is not paid in time. So, I also think it's fair that NewDay have applied charges and fees to her account.

### **My final decision**

I am not upholding Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 13 November 2023.

Sienna Mahboobani  
**Ombudsman**