

The complaint

Mrs L says NewDay Ltd, trading as John Lewis Credit Card, mis-handled her credit card account. She says it asked her to pay an outstanding balance on the account while failing to provide the account statements she'd requested.

What happened

Mrs L's credit card account with NewDay started in November 2022. It was previously provided by a third-party lender and not NewDay. Mrs L said she was told by NewDay in February 2023 that there was an outstanding balance on the new card, even though she didn't use it until May 2023.

Mrs L said NewDay had agreed to refund the interest that had accrued on the account in the circumstances and to send her statements as requested by her numerous times. But that she still hadn't received the statements and didn't want to pay the balance until she'd seen them.

When Mrs L became unhappy with NewDay she made a complaint. NewDay responded that it hadn't charged any interest on the account and that statements had been sent to Mrs L by post. Her balance was zero. NewDay believed Mrs L was actually referring to the actions of the third-party lender that preceded it and suggested she contact that lender.

One of our investigators looked into the complaint but didn't recommend that it should be upheld. They didn't think NewDay had done anything wrong.

Unhappy with the investigator's findings, Mrs L asked for the complaint to be escalated to an ombudsman 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.

To be clear, the complaint I've considered is about NewDay in its capacity as the lender providing the credit on Mrs L's John Lewis credit card. As part of this complaint, I can't consider in any detail the actions of the previous lender that Mrs L seems to be unhappy with. If Mrs L's unhappy with the actions of that previous lender, I can only suggest she approach that lender to complain if she hasn't already done so.

Returning to the actions of NewDay, I can't see evidence showing it's responsible for what Mrs L alleges went wrong. For example, she says she wasn't made aware there was an outstanding balance on her account and that interest had been charged. But the monthly account statements I've reviewed, together with Mrs L's payment history, indicate the balance was paid in full and on time. I can't see anything to show any interest or charges were applied to the account by NewDay as she believes.

I'm satisfied from the available information that NewDay sent Mrs L monthly statements together with an annual statement running from November 2022 – when it took over the account from the third-party lender – to November 2023. This shows Mrs L spent £179.40 in that time and had repaid the same amount. No fees or charges were added to the account by NewDay as far as I'm aware.

Overall, I'm not persuaded that NewDay's done anything wrong in relation to Mrs L or her account.

I've listened carefully to a recording of the call between Mrs L and the investigator after the latter issued their assessment of the complaint. I appreciate how upset Mrs L is with the situation and with the outcome we've reached. That said, having taken everything into account, I'm not persuaded NewDay's treated Mrs L unfairly.

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 Mrs L to accept or reject my decision before 5 March 2024.

Nimish Patel
Ombudsman