

## **The complaint**

Mr S complains about the changes that NewDay Limited, trading as John Lewis Credit Card and John Lewis Money, has made to his credit card account. He also complains about the way that his complaint has been handled.

## **What happened**

Mr S has a credit card account with John Lewis Money under a credit agreement that he electronically signed in September 2022. He was notified by email in July 2024 that, from September 2024, NewDay was moving his monthly statement date and the payment due date so that they're five days later. Mr S complained to John Lewis Money about those changes but it didn't uphold his complaint as it said that it had found no evidence of an error.

Mr S wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that John Lewis Money gave Mr S 30 days' notice of the changes, which it was required to do under the terms, and the changes didn't mean that the direct debit is taken five days earlier as it will be taken around the same time each month.

Mr S didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He's provided an e-mail response to the investigator's recommendation and a further submission about John Lewis Money's early collection of funds.

## **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.

The credit agreement that Mr S electronically signed in September 2022 says:

*"We may make changes to this Agreement, including the interest rates, fees and all other terms, for any of the following reasons: ...*

*... if we reasonably consider that it makes the terms easier to understand or fairer to you or we reasonably consider that the change will benefit you or isn't to your disadvantage ...*

*... We will tell you about any planned change at least 30 days before we make it, unless the change is not to your disadvantage, when we may give you less notice. We will tell you by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using the customer area at our secure online address (online account manager)".*

John Lewis Money sent Mr S an email in July 2024 about changes to the statement and payment due dates. It said:

*“From September onwards, we’re moving both your monthly statement date and your payment due date so they’ll fall five days later than they do at the moment. Currently, we collect your Direct Debit on your payment due date. So, as your Direct Debit date isn’t changing, this just means that in future it’ll be collected around five days before your new payment due date.*

*The main advantage is that if your Direct Debit fails, you’ll still have time to pay manually before you’re charged late payment fees. You’ll get an email before each Direct Debit is taken, telling you the amount and the collection date. This is known as your Advanced Notice for your Direct Debit ...*

*... As your Direct Debit date will stay the same, this change doesn’t affect how or when you make your payments. Here’s an example to help explain:*

*Say you currently get your statement on the 1<sup>st</sup> of each month — after this change you’ll receive it on the 6<sup>th</sup> instead. And if your Direct Debit date and payment due date are the 16<sup>th</sup> of the month, your payment due date will move to the 21<sup>st</sup>. But your Direct Debit will still be collected on or around the 16<sup>th</sup>, as usual ...*

*... Please keep an eye on your Direct Debit for September, though. The amount might be higher than usual as we’re sending your statement slightly later in the month”.*

I consider that John Lewis Money was entitled to change the statement date and the payment due date by giving 30 days’ notice to Mr S and that the email that it sent to Mr S in July 2024 gave him the required 30 days’ notice. It’s clear that Mr S feels very strongly that the changes have had an unfair impact on him and he’s described in detail in his submission about the early collection of funds the reasons that he considers that the credit period between the statement date and the date that the balance is collected has shortened.

John Lewis Money says that its collecting payments from Mr S around the same date and the evidence provided by John Lewis Money and Mr S shows that payments were collected from him in 2024 by direct debit on 5 July, 5 August, 4 September, 7 October, 6 November and 5 December. I don’t consider that the date that the direct debits are being collected has changed to a material extent. John Lewis Money says that statements are now being issued five days later than when the account was initially opened and the payment due date is also five days later.

John Lewis Money says that the main advantage of the changes is that if a direct debit fails, the customer still has time to pay manually before they’re charged late payment fees. John Lewis Money clearly considers that the change will benefit customers and I consider that that was a reasonable conclusion for it to make.

Mr S has also complained about the way that John Lewis Money has dealt with his complaint. This service can only consider complaints made about regulated activities. Complaint handling isn’t a regulated activity so I’m unable to consider that part of Mr S’s complaint.

Mr S clearly feels very strongly that the changes are unfair but I’m not persuaded that there’s enough evidence to show John Lewis Money has acted incorrectly. I appreciate that this will be disappointing for Mr S, but I find that it wouldn’t be fair or reasonable in these circumstances for me to require John Lewis Money to take any action in response to his complaint. Mr S says that he’s written to the Financial Conduct Authority about this issue and that this service should encourage it to take action. As I’m not upholding Mr S’s complaint, I

don't consider that any further action is required.

**My final decision**

My decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 February 2025.

Jarrold Hastings  
**Ombudsman**