

The complaint

Mr B complains that NewDay Ltd, trading as John Lewis Partnership Card ('NewDay'), were unreasonable to block a new card he had been sent. He says they caused him distress and inconvenience.

What happened

Mr B ordered a new account card from NewDay and travelled some distance back home in order to collect it. But when he used the card, it had been blocked by NewDay as they suspected fraud on the account. He was asked to contact the fraud department to get the card unblocked but as it was the weekend they were closed, and he had to wait until the office reopened. He said the block and delays caused him distress and inconvenience and that was exasperated as he suffers from mental health issues.

NewDay didn't think they'd done anything wrong, so Mr B referred his complaint to this service. Our investigator provided his opinion. He didn't think NewDay had done anything wrong either. He explained that he couldn't say they were unreasonable to activate their fraud protocol and to block the account if they expected fraud, and that he had no say over when NewDay decided to open.

Mr B disagreed with the investigator, and he asked for a final decision by an ombudsman.

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 know it will disappoint Mr B, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When a business suspects that a transaction may be fraudulent it may temporarily block the card in order to check things out. That was explained in the terms and conditions of Mr B's account and it's quite normal for credit providers to do that. Those procedures are present to protect the business and the consumer, and I can't, therefore, suggest it is unreasonable for NewDay to have done that.

I can understand how frustrating it must have been for Mr B to have had the issue happen in public, and to have travelled so far only not to be able to use the card. But it's up to NewDay to decide when their facilities open and we can't influence those opening hours. It seems Mr B was able to call the fraud department the next day and to have the block removed.

NewDay have confirmed that they have now changed their procedures and that they allow 24hr contact in these situations but having considered all of the circumstances here, I don't think they need to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 February 2025.

Phillip McMahon
Ombudsman