

## **The complaint**

The estate of Mrs V complains that NewDay Ltd trading as John Lewis Partnership Card. The estate of Mrs V is represented by Mr P, as the sole executor of Mrs V's estate.

## **What happened**

Mrs V held a credit card account with NewDay. In February 2024, NewDay was notified Mrs V was unwell. NewDay told Mrs V she should complete a form if she wished for another person to act on her behalf.

On 13 March 2024, Mrs V's daughter notified NewDay in writing that Mrs V was totally incapacitated and in a critical condition, so could not respond to NewDay's letter. NewDay wrote to Mrs V on 25 March 2024, saying it would stop collections activity and suspended all interest and charges on her account until 25 May 2024. NewDay said it would continue to send Mrs V statements, and notified her that her account may be closed, which would result in her account being sold to a debt purchaser.

Sadly, Mrs V did not recover and passed away in early April 2024. NewDay was made aware of Mrs V's passing on 15 April 2024. NewDay issued a final statement to Mrs V's address on 17 April 2024. On 2 May 2024, NewDay passed details of Mrs V's account to a company I'll refer to as P, which acted as its external probate team.

A credit was paid to Mrs V's account on 3 May 2024, but P could not confirm this to Mr P. Unhappy with NewDay's handling of Mrs V's account, Mr P complained. NewDay's final response of 20 May 2024 said it acted correctly in passing Mrs V's account to P. NewDay did not accept it had made any errors.

Mr P referred this complaint to our service. Mr P had various concerns, including that in March 2024, NewDay told Mrs V it would continue to issue statements, but he received nothing further and could not verify the 3 May 2024 credit. Mr P said NewDay should have notified him of the account's transfer to P and provided a final statement of the account. Mr P was also unhappy that NewDay appointed P without his knowledge or consent, and provided P with his personal details. Finally, Mr P had concerns that NewDay had not verified his identity, or the identity of Mrs V's daughter.

To put things right, Mr P wanted a review of NewDay's governance and internal processes, so other customers are treated more considerately in future. Mr P also wanted an apology to the estate of Mrs V and compensation for the distress and extra workload caused.

One of our Investigators reviewed this complaint but did not uphold it. Our Investigator explained it is not for our service to review NewDay's governance and internal processes. Our Investigator also explained our service could not award compensation for any distress or inconvenience caused to Mr P as the executor of Mrs V's estate, as only the estate was an eligible complainant here. And whilst an estate could be caused some inconvenience, it could not be distressed.

Our Investigator didn't think NewDay had done anything wrong by passing the account to P once it had been notified of Mrs V's death. Overall, our Investigator didn't think NewDay's actions had caused a financial loss to the estate that required compensation, and added we could not consider P's actions as part of this complaint.

Mr P did not accept our Investigator's opinion and reiterated his complaints. Mr P added his belief that the April 2024 statement could not have been the final statement, as the account received a credit in May 2024. And without a final statement, the estate could not provide a set of financial records to HMRC. Mr P said the estate was clearly inconvenienced by NewDay's actions, including the passing of his details to P. So, this has come to me for a 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.

Mr P has gone into greater detail that I have when addressing his complaint points. I hope Mr P understands I mean no disrespect by this. We are an informal alternative to the courts – and this means it is not for me to decide whether NewDay has breached any laws. My role is to decide whether I think NewDay made any errors in its handling of Mrs V's account (prior to its final response of 20 May 2024) that require remedial action. I have not considered events after 20 May 2024. And whilst I sympathise with Mr P and his family's loss, I have also not considered any inconvenience or upset caused to Mr P acting in his role as executor of the estate. I have also not considered the actions of P as part of this complaint.

Mr P says NewDay said it would take no further action until the end of May 2024 in relation to Mrs V's account. Having reviewed NewDay's letters, they said they would pause collections activity until 25 May 2024, but noted it may close the account and sell it on to a third party. NewDay asked to be informed if Mrs V's circumstances changed, and I don't think it was unreasonable for NewDay to take further action when informed of Mrs V's passing. I've seen nothing to make me think NewDay was not then entitled to engage the services of P to assist them in dealing with Mrs V's account.

Mr P is unhappy NewDay did not communicate with him effectively but I cannot see this has caused a loss or prevented the estate from taking any necessary action prior to 20 May 2024. Mr P is unhappy he wasn't informed of P's involvement in advance, and that his details were passed over, but this is Mr P's upset – I cannot consider whether NewDay breached any obligations to Mr P. I cannot see any financial loss or inconvenience suffered by the estate because NewDay passed the account to P prior to 20 May 2024.

Mr P is concerned NewDay did not verify his identity, or the identity of Mrs V's daughter. From the evidence available, I've seen nothing to suggest Mrs V's personal information was disclosed to third parties in an inappropriate way – Mr P has not said inappropriate information was disclosed to Mrs V's daughter when she telephoned in February 2024. NewDay continued to write to Mrs V, and no one else, until it was informed of her death because it had not received her authority (that she was unable to provide) to discuss her account with others.

Mr P is unhappy he has received no statements since March 2024. NewDay has provided a statement issued to Mrs V's address in April 2024, which showed the outstanding balance owed at the time was £817.25, so I don't think NewDay breached its obligations here. Mr P says it cannot be correct that a final statement was issued in April 2024 when a credit was paid into the account on 3 May 2024. I don't think it was unreasonable for NewDay to stop issuing statements once informed of Mrs V's passing – I've not seen anything in the terms

and conditions that compel it to keep issuing statements for a deceased customer.

NewDay has provided screenshots of its systems showing £173.75 was credited to Mrs V's account on 3 May 2025, and this reduced the outstanding balance charged off to £643.50 (this is £173.75 less than the outstanding balance of £817.25 shown on April 2024 statement). This is slightly less than the £644.25 sought by P in letters sent after NewDay's final response, but that is for Mr P to discuss with NewDay or P. I have seen no evidence to show NewDay caused the estate a financial loss prior to 20 May 2024.

I understand it was frustrating for Mr P that NewDay could not confirm the credit on 3 May 2024. But in the circumstances, I am not persuaded that any delay in confirming the credit between 3 and 20 May 2024 caused any significant inconvenience was caused to the estate, particularly as a grant of probate had not yet been issued so the estate was early in the process of settling matters.

I understand more inconvenience may have been caused to the estate after 20 May 2024, but I cannot consider that as part of this complaint. And if the estate wants to discuss matters that occurred after this date or requires written confirmation of the information NewDay provided to our service, Mr P may contact P or NewDay directly.

### **My final decision**

I realise my decision will disappoint Mr P, but I have not upheld this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs V to accept or reject my decision before 9 April 2025.

Victoria Blackwood  
**Ombudsman**