

The complaint

This complaint has been brought by Mr M, representing the estate of the late Miss P. Because Miss P's estate is valued at under £5,000, no Grant of Probate or Letters of Administration are required, and I am satisfied Mr M is able to bring the complaint as the son of the late Miss P.

The complaint is that NewDay Ltd trading as Debenhams acted irresponsibly when it offered Miss P a credit card. Mr M would like NewDay to reimburse interest and fees charged on the account to Miss P's estate.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, a resolution has been proposed to settle the complaint. I therefore only need to decide whether it is fair and reasonable, or if there is anything more NewDay needs to do.

Finally, our decisions are published, so it's important I don't include any information that might lead to Mr M or the late Miss P being identified. So for these reasons, I will instead concentrate on giving the reasons for my decision.

Prior to Miss P's passing, the Investigator thought the complaint should be upheld. She noted that NewDay had refunded some interest and charges, reducing Miss P's balance. But because Miss P was receiving palliative care, the Investigator asked NewDay to write off the balance on the account (£2,258.01), and remove any adverse information from Miss P's credit file.

NewDay agreed to do this, but Miss P sadly passed away shortly afterwards. Mr M didn't agree to the Investigator's recommendation on how the complaint should be settled and asked for an Ombudsman to review the complaint. Although Mr M said he would provide details of the further amounts he was claiming on behalf of the estate, nothing further has been provided.

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.

First of all, I would like to express my sincere condolences to Mr M and the rest of Miss P's family for their loss. I can see from the information provided that Miss P had been ill for a long time, and I have no doubt this has been a very difficult time for the family.

Having reviewed everything that's happened, I'm satisfied that the resolution proposed by the Investigator and agreed to by NewDay is a fair and reasonable way to resolve the complaint.

I'm satisfied that writing off the debt owed on the account is appropriate. I've noted that NewDay had in the past refunded interest and charges back to the account, but I'm not persuaded that there should be any additional refund made to Miss P's estate. Writing off the money Miss P had the use of in my opinion is sufficient to offset any claim for additional sums Mr M believes should be paid to the estate (and which he has not been able to provide any evidence of).

Putting things right

To settle the complaint, I direct NewDay Ltd trading as Debenhams to write off the outstanding balance on the account. As Miss P has now passed away, there is no need for NewDay to remove any entries with the credit reference agencies as Mrs P's credit file is no longer active.

My final decision

My final decision is that I uphold this complaint. NewDay Ltd trading as Debenhams must settle the complaint as detailed above. I make no other order or award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M on behalf of the estate of Miss P to accept or reject my decision before 22 April 2025.

Jan O'Leary
Ombudsman