

## **The complaint**

Mr L complains that he received his monthly statements from NewDay Ltd after the payment due date.

## **What happened**

Mr L opened a John Lewis credit card account with NewDay in September 2022. At the time of opening the account Mr L registered for online access.

Monthly statements for the account were issued around 3<sup>rd</sup> of each month and were sent to Mr L by post. In March 2024 NewDay wrote to Mr L advising him that he could receive his statements online. Mr L contacted NewDay and opted to continue receiving his statements by post.

In May 2025 Mr L contacted NewDay and complained that there was a delay in him receiving his monthly statements. He said he'd received a missed payment letter but hadn't received the statement in time to make payment by the payment due date.

NewDay didn't uphold the complaint. It explained that the statements had been posted to him on 3 April 2025 and 4 May 2025 but that as NewDay used Royal Mail to deliver the post, once the statements had left its office it had no control over when or how the statement was delivered.

Mr L remained unhappy and brought his complaint to this service. He said the issues had started in April 2025 and he thought NewDay should be sending the statements out via first class post.

Our investigator didn't uphold the complaint. They explained that this service doesn't have the power to require a business to change how it processes post, or to change statements to being sent via first class mail. The investigator said they were satisfied that NewDay had issued the statements on time and that whilst it was frustrating that the statements had taken up to 10 days to arrive, this wasn't something that NewDay could be held responsible for.

Mr L didn't agree so I've been asked to review the complaint.

## **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 L, but I agree with the investigator's opinion. I'll explain why.

Mr L's complaint centres on the time it takes for his monthly statement to reach him. He's explained that the issue began in April 2025, and that prior to this he'd always received his statements in good time. Mr L has explained that when he contacted NewDay about the delay, it advised him that the statements were sent via second class post and should arrive within two to three working days.

I appreciate that this is a frustrating situation for Mr L. He simply wants to receive his statement with sufficient time to enable him to make his monthly payment by the due date. I've looked into things to determine whether NewDay issued the statements when it should have done, which is generally around the 3<sup>rd</sup> of each month. Based on the evidence supplied by NewDay, I'm satisfied that there wasn't a delay in the statements being issued. This means that the delay occurred whilst the statements were in transit to Mr L.

NewDay has explained that it uses Royal Mail to deliver its statements. The Royal Mail website suggests that second class mail should be delivered within two to three business days of posting. It's clear from what Mr L has said that this hasn't been happening recently.

NewDay doesn't have any control over the speed at which Royal Mail deliver post. Mr L has said that NewDay should take steps to address the delays by using first class post instead of second class. I need to make two points in this regard. Firstly, this service isn't able to require a business to change its processes. This means I'm unable to require NewDay to send monthly statements via first class post. Secondly, even if NewDay did send statements via first class post, there's no guarantee that the statements would arrive at any particular time. The timescales published by Royal Mail are expected delivery times but information widely available on the internet show that Royal Mail have experienced failings in service for both first- and second-class post. Ultimately, NewDay has no control over the time it takes Royal Mail to deliver post. I can't fairly hold NewDay responsible for the delay in Mr L receiving his statements in circumstances where NewDay has issued the statements on time and sent them with a registered postal provider.

I recognise that this situation has caused Mr L distress and inconvenience. I also understand that he wishes to continue receiving statements by post, rather than online. What I would say is that if a statement doesn't arrive when expected – so say by the middle of the month, then it might be prudent for Mr L to call NewDay to check the payment date and payment amount to avoid the risk of a missed payment. Alternatively, if he doesn't want to call NewDay, Mr L could obtain this information by looking at his monthly statement online.

I appreciate that Mr L feels very strongly about this issue. However, having reviewed all the available information, I haven't found anything to suggest that NewDay has made an error or treated Mr L unfairly or unreasonably.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 2 March 2026.

Emma Davy  
**Ombudsman**