

## **The complaint**

Mr L complains that he received his July 2025 credit card statement from NewDay Ltd after the payment due date.

## **What happened**

Mr L is unhappy because he received his John Lewis Partnership credit card statement dated 15 July 2025 the day after the payment due date of 30 July 2025.

He complained to NewDay and said he wanted the statements to be sent earlier to prevent late payments.

NewDay didn't uphold the complaint. It said it relied on Royal Mail to deliver the post and said that once items left its offices it had no control over when they were delivered. NewDay said it was sorry that Mr L had experienced delays in receiving his monthly statements and suggested other ways in which his statements could be viewed.

Mr L remained unhappy and brought his complaint to this service. He believes that NewDay should send out statements a week earlier to avoid the problems with Royal Mail deliveries.

Our investigator didn't uphold the complaint. He said that although there had been a delay in Mr L receiving his statement, this wasn't due to an error by NewDay.

Mr L didn't agree. He said that NewDay must've known about the deficiencies in Royal Mail delivery times and should've sent out the statements earlier. Mr L said he relied on the delivery of his paper statement to ensure that he made payment by the due date, and it was only by luck that he had looked on his online account in July and made payment in time.

Because Mr L didn't agree 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.

I've reviewed Mr L's credit agreement and his monthly statements.

The credit agreement – which includes the terms and conditions of the account – states that Mr L must make the contractual minimum payment due each month even if he doesn't receive a statement or hasn't accessed his statement online. The terms and conditions go on to state that in such cases, the customer needs to contact NewDay to find out the contractual minimum payment due that month. The terms and conditions state that even where a statement isn't received, interest and fees are still applicable to the account balance.

Based on what I've seen, I'm satisfied that the terms and conditions make it clear what Mr L

needs to do if he doesn't receive his statement in any given month.

Looking at Mr L's statements, I can see that these are correctly addressed to him at his registered address. I haven't been able to identify any error in the way that the statement is addressed which might result in a postal delay.

NewDay has provided some information which shows that they were advised in July 2025 that Royal Mail were making changes to its service which might result in post taking longer to be delivered.

NewDay is reliant on Royal Mail to deliver postal statements, but NewDay has no control over how Royal Mail runs its services. So, I'm unable to hold NewDay responsible for any changes in the postal service which has led to delays in the postal service.

I appreciate that Mr L has selected to receive postal statements and that he's said he relies on postal statements being delivered in good time so that he can make payment to his account by the due date and avoid any fees and charges. He's also said that more recently, the statements have arrived in time. I do understand Mr L's concerns, however, as I've explained above, NewDay doesn't have any control over when Royal Mail deliver post. Further, I think NewDay responded reasonably to Mr L's concerns by making him aware that he could access his statements online or contact them by phone to check his account balance and minimum payment.

Mr L has suggested that NewDay should post out statement a week earlier to avoid postal delays. It isn't within the remit of this service to ask a business to change its processes. Even if we did, a change in the date when the statements were sent out would impact on the billing cycle and still wouldn't guarantee that the statement would be delivered in time.

I appreciate that this has been a frustrating experience for Mr L. But having reviewed everything, I haven't found anything to suggest that NewDay has made an error or treated Mr L unfairly. I won't be asking NewDay to do anything further.

### **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 23 December 2025.

Emma Davy  
**Ombudsman**