

complaint

Ms B complains about her store card account with NewDay Ltd who trade as Debenhams. She thought she had paid it off entirely but had not, and incurred charges due to missed payments.

background

Ms B has a Debenhams store card which she pays off every month. In June 2016 she changed address and put in place a mail redirect which ended in November 2016. Although she notified Debenhams of her change of address she did not notify Newday's customer services dept.

Ms B cleared the balance on her account entirely in October 2016 but then bought further items on her card in November and December although she returned some of them. She was unable to check what was owed because she did not receive any further statements after November 2016.

When NewDay made contact with Ms B in March 2017 about the balance on her account, she challenged the amount due. She accepted she owed something for items she had not returned, but disputed she should have to pay the additional charges that had been applied to her account.

Our investigator looked into the matter and found that Ms B had received a statement showing she had paid the balance of her account in full in October 2016. But after that she had bought more items some of which she returned, but not all. He also found that Ms B must have known there was a balance on her account, even though she didn't get her statements because she only returned some of the items she bought. Our investigator found that Ms B had tried to amend her address but had not followed the correct procedure as she hadn't telephoned the customer services number written on the back of the statements.

He concluded that NewDay hadn't done anything wrong and as he could not say they had made a mistake it would not be fair to ask them to refund the charges.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I do understand how frustrated Ms B must be as she had tried to update her change of address by notifying Debenhams directly. But, the statements she did receive were clear in that they told her what to do and who to ring. I do appreciate the point Ms B makes about living in a modern world, but equally the instructions on the back of the statement were clear and she did not follow them. If Ms B had followed that instruction she would have received all of her statements in the usual way, but as her mail re-direct expired she didn't. Even so I have to agree with our investigator that Ms B must have known she owed some money for the items she had not returned and so I would have expected her to make an enquiry at least with Debenhams or NewDay to find out how much.

I do therefore think that the onus lay with Ms B to have made those enquires- especially when she knew her mail re-direct had expired. She was not receiving statements, and she

owed something for the items she had bought. Had she done so she could have avoided the charges that were then applied.

my final decision

My final decision is that I don't uphold this complaint for the reasons given above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 4 September 2017

Jonathan Willis
ombudsman