

The complaint

Mr F says John Lewis Financial Services Limited mis-handled and delayed the transfer of a credit balance held on his credit card to his new credit card provider.

What happened

Mr F wanted to transfer the credit balance from his John Lewis credit card to his new credit card account with a new provider ('the new provider'). There was a significant delay of almost ten months before Mr F received the money. He complained to both John Lewis and the new provider about the delay.

Unhappy with the responses he received, Mr F referred complaints to this service about both businesses. We've dealt with each complaint separately. The investigator looking into the complaint about John Lewis noted that it had offered to pay Mr F £250 (it previously offered £100, then £200) as compensation for the impact of the mistakes it had made. The investigator believed the offer of £250 was fair in the circumstances and taking account of the part John Lewis played in the delays experienced.

As Mr F didn't agree with the investigator's findings, the complaint was passed to me to review afresh.

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 realise that this complaint's about John Lewis rather than the new provider, about which a separate complaint has been made. That said, there's clearly some overlap between the events relevant to this complaint and those relevant to the other complaint. To ensure I've considered all the circumstances, I've reviewed both complaint files. Although my focus in this decision is on the actions of John Lewis.

It's not in dispute that John Lewis made mistakes in ensuring Mr F's money was returned to him promptly. But it wouldn't be fair to apportion all of the blame for this to John Lewis. For example, once John Lewis eventually made the funds available to the new provider, the matter was with the new provider and not John Lewis.

I recognise that John Lewis could have done things better for a time. But that time effectively ended when John Lewis eventually raised a payment recall with the new provider in March 2023 for the funds to be returned. This involved a delay by John Lewis of around four months.

I'm in no doubt that the overall time it's taken for Mr F to have his money returned to him has caused him distress and inconvenience. As I say, I don't believe John Lewis is responsible for that delay in its entirety – but its actions were a significant factor in exacerbating the situation. John Lewis has recognised as much, and ultimately offered Mr F £250 in total as compensation.

It's not always clear how much compensation for losses such as Mr F's is fair. That's because those losses are subjective by their very nature. Having said that, and after carefully weighing up what John Lewis did wrong and what Mr F's said about the impact on him, I believe the offer's fair in the circumstances and is broadly in-keeping with what I would otherwise have awarded.

As such, and if it hasn't already done so, John Lewis should pay Mr F £250 as compensation for the distress and inconvenience it's caused him as previously offered.

My final decision

For the reasons given, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 17 April 2024.

Nimish Patel
Ombudsman