

The complaint

Mr E complains that was unable to contact the fraud department at NewDay Ltd, trading as John Lewis Partnership Card, which left him without the use of his credit card.

What happened

In November 2023, Mr E attempted to use his NewDay credit card to make a purchase. The transaction didn't go through; NewDay's fraud prevention systems had flagged the payment as a risk. As a result, Mr E's card was blocked until he could contact NewDay and confirm the transaction as genuine.

Mr E attempted to call NewDay at the time, but he couldn't get through. He discovered that NewDay's fraud department wasn't accessible on a 24-hour basis. Instead, the department had set hours, and it wasn't available until the following day. Fortunately, Mr E had other credit cards he could rely upon to complete his purchase.

Unhappy with the availability of NewDay's fraud department, Mr E complained. NewDay sent him its final response letter on 1 December. In it, NewDay acknowledged Mr E's frustration but, nonetheless, it explained that it hadn't made an error, and it repeated the opening hours for its fraud department. Overall, it didn't uphold Mr E's complaint.

Mr E remained unhappy, so he contacted this Service for an independent review. An Investigator here looked at what had happened and, while certainly understanding of Mr E's frustration, he didn't uphold the complaint. In summary, the Investigator said:

- NewDay has fraud prevention measures in place to help protect itself and its customers. It was encouraging to see that Mr E completely accepted and understood the need for such measures.
- While being unable to contact the fraud department would've certainly been frustrating, NewDay was open seven days a week – just not on a 24-hour basis. Broadly, this didn't seem unreasonable.
- NewDay had explained that it was looking to add its opening hours to the text messages it sends to customers when payments are blocked. This was a positive step.
- Overall, NewDay couldn't be said to have done something wrong.

Mr E disagreed with our Investigator, he largely reiterated his main point; that being, NewDay's fraud department should provide 24-hour, seven-days-a-week availability. As no agreement has been reached, Mr E's complaint has now been passed to me to decide.

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.

While Mr E didn't suffer any loss because of the issue, given he had other cards he could use to complete his purchase, I can certainly understand his point here. No doubt what happened would've been both frustrating and inconvenient.

For completeness, I'll say that I don't find there was anything unreasonable in NewDay blocking the transaction if it had genuine concern over fraud. It's encouraging to see Mr E accept that fraud prevention measures are there to help protect customers, such as himself. So, I don't believe there's any need to dwell on the block itself.

Instead, I think this matter ultimately comes down to how NewDay chooses to operate. With that in mind, it's important for me to explain here that this Service has no remit to tell a business how it should conduct its policies and procedures. That would be the role of the regulator – the Financial Conduct Authority – which has the power to instruct NewDay to make changes, if necessary.

It follows that while I certainly have appreciation for Mr E's frustration at what happened, I can't enforce a change in the way NewDay operates. That includes the opening hours of its various departments; it's simply beyond my remit to *require* that NewDay do something different in that respect. Ultimately, opening hours are an operational business decision for NewDay to reach; one that it's legitimately entitled to determine for itself.

I think NewDay's acceptance that it would be helpful to include its opening hours, in the text messages it sends in instances such as this, is indeed a step in the right direction. That's certainly something I'd encourage. So, I was pleased to note that it's looking to make that change.

That said, as I've explained, I'm not able to provide the resolution Mr E seeks here; nor can I fairly determine that NewDay did something "wrong", given it was following its general operating process. A process which, as I've mentioned above, it's entitled to set.

What I can do, is look at the impact of what happened. Here, Mr E was able to complete his purchase, using another card, with minimal additional effort and he didn't suffer a loss. I do understand his point around other customers, who may not have the alternative options he did, but I must limit my findings to what happened to Mr E in these specific circumstances. And on the whole, I'm pleased to see that Mr E didn't experience any real detriment.

Overall, though I surely appreciate Mr E's point here, for the reasons I've explained, I don't require NewDay to take any further action.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 June 2024.

Simon Louth
Ombudsman