

The complaint

Mrs G complains that John Lewis Financial Services Limited (JLFS) have made an error with her account resulting in an outstanding balance.

Mrs G is represented by her husband in bringing this complaint. But for ease of reading, I'll refer to any submission and comments he has made as being made by Mrs G herself.

What happened

Mrs G says that she has had her John Lewis Partnership Card for many years, and she has always maintained a habit of paying off all of the transactions as they are incurred, or very shortly thereafter, but she always ensures that the full amount due is paid before the payment due date. Mrs G was surprised to see an outstanding balance on the account of £1,402.87 on her December 2022 statement which was the final statement before the account was closed as JLFS moved to a new partner provider. Mrs G says the previous statement dated 14 November showed an amount due of £1,394.42, but she says she paid all of the transactions on the statement before the due date of 9 December. Mrs G made a complaint to JLFS.

JLFS did not uphold Mrs G's complaint. They said on review of the account and the statements, it appears the final balance on the account was correct. They said they had been unable to find any discrepancies between the spending on the account and the payments made to the account. Mrs G brought her complaint to our service.

Our investigator did not uphold Mrs G's complaint. He said essentially, he hadn't seen any evidence that JLFS has overcharged Mrs G. He said as Mrs G has alleged she has been overcharged on the account, the onus is on her to provide evidence to support what she's said, but he hasn't seen any evidence to suggest she has been overcharged or the balance of the account is incorrect.

Mrs G asked for an ombudsman to review her complaint. She made a number of points. In summary, she said the transactions on the statements were paid in full for the October and November 2022 statements before the payment due date, as was the case with every monthly statement over the years since she opened this account. She provided a spreadsheet of transactions and payments.

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.

Firstly, I'm aware that I've only summarised Mrs G's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

As a quick and informal alternative to the courts, our service's role is not to reconcile the nearly 3,000 transactions which is on the spreadsheet Mrs G has provided us. I appreciate this will have taken her a lot of time to compile and I have considered this document in reaching a decision, but the onus is on Mrs G to tell us exactly why she believes the statement information from JLFS is incorrect.

Mrs G's statements show a section titled "*checking your statement*". This section says if there is a transaction on her statement which she believes is incorrect to call them. So even though Mrs G's statements show the balance, transactions, payments and sometimes interest for the statement period, I've seen no evidence that she has told JLFS that any of this information was incorrect at the time the statements were showing what she may have believed was incorrect information.

There are a number of factors why Mrs G could have an outstanding balance despite her believing all of the payments have been made. These include but are not limited to interest which has been charged on the account which Mrs G may not have noticed and therefore not reconciled this, the date a transaction was made and which statement period this appears in, when a payment has been made and which statement period this appears in, and she could have reconciled the payments incorrectly (as not all payments are an exact match for previous purchases and payments are sometimes comprising of multiple purchases).

Looking at the spreadsheet Mrs G has sent us, there are often times where payments haven't been made years ago in the same way that she has recently made payments (making multiple payments in a short period of time). So it's possible human errors were made. The spreadsheet shows that between 31 July 2017 (after she had made a payment) - 8 September 2017 there were transactions totalling £4,933.81. But the spreadsheet shows that with the payment Mrs G made on 8 September and the refunds between 31 July - 8 September 2017, the payments totalled £4,876.29 against the transactions of £4,933.81 in the same time period. So by comparing transactions and payments over certain timeframes, this can sometimes result in different figures.

This is why one of the possible reasons the spreadsheet shows more payments being made than transactions. I say this because the first two entries are payments that were made between 1-3 December 2016 totalling £1,034.99. It's likely these payments were made in relation to transactions that had already been made, and because these transactions aren't on the spreadsheet, this could give the impression that she has paid a lot more than the transactions on the account suggests. So it would be likely that the spreadsheet would always show more payments being made than transactions on the spreadsheet based on the timeframe covered.

Our service is limited to how far back we could go here based on our rules. JLFS have confirmed that the account was opened 21 April 2006. So the only way that could definitively show if there was an error or not would be to add up all of the transactions from account opening and compare this with the payments made over this time. But I am unable to go that far back and JLFS would not be required to keep statements for over 17 years on their systems.

JLFS have provided me with Mrs G's November 2016 statement. This might be an indication of why there was still an outstanding balance on the account when she noticed there was. I say this because the statement shows that on 14 November 2016, her new outstanding balance was £1,858.72. So one of the issues with Mrs G's spreadsheet is that this doesn't start from her owing £1,858.72 on 14 November 2016. It starts just two weeks after this date. And this is why I'm persuaded there is a difference in transactions and payments on the

spreadsheet, and the reason that there was an outstanding balance.

Ultimately, I've not been persuaded that JLFS have made an error with the account. It appears there was already an outstanding balance prior to the transactions on the spreadsheet and the spreadsheet starts off with two payments which does not show the transactions these payments relate to. So it follows I don't require JLFS to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 19 October 2023.

Gregory Sloanes
Ombudsman