

The complaint

Mr T complains that he was unable to make a transaction on a credit card that was supplied to him through NewDay Ltd trading as Fluid Credit Card ("NewDay"). Mr T also complains that NewDay Ltd trading as Fluid Credit Card hadn't taken into consideration his vulnerable status.

What happened

Mr T explained that on 23 November 2021, his NewDay credit card was declined as he tried to use it for a transaction for £12.83.

Mr T complained to NewDay that same day. He said that he felt humiliated and pointed out that he is a registered vulnerable person, with protected characteristics to safeguard his mental and physical health. Mr T said he wanted NewDay to apologise for the situation.

On 1 December 2021 NewDay provided their final response to Mr T's complaint. NewDay advised that the card Mr T had tried using had been reported as lost or stolen earlier on in the year. NewDay explained that a new card had been ordered for Mr T at the time. NewDay said as they hadn't made any errors concerning Mr T's account management, they wouldn't be upholding his complaint.

Unhappy with their response Mr T brought his complaint to us. One of our investigator's looked into Mr T's concerns and didn't uphold his complaint. Our investigator didn't think that NewDay had done anything wrong as Mr T had tried to use a card that had already been cancelled.

Mr T responded to our investigator's view to say that he felt his vulnerable status hadn't been taken into consideration. Our investigator responded to say that he'd taken into consideration Mr T's protected characteristics and status as a vulnerable consumer but still felt that NewDay hadn't done anything wrong.

Mr T disagreed with our investigator's view, so the complaint has been referred to an ombudsman for a final decision.

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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

From the information provided it's clear to me that Mr T had a transaction declined on 23 November 2021. This is apparent from the screenshots provided by NewDay detailing the

transaction. Having considered the transaction was declined, it seems to me there are two key issues for me to consider in relation to this complaint:

1. Was it fair that Mr T's transaction had been declined?
2. Should NewDay have done more in consideration of Mr T's vulnerable status?

In their file submission to us NewDay provided screenshots showing that a transaction on Mr T's credit card for £12.87 had been declined on 23 November 2021. They also sent us evidence from their records which showed that the card Mr T used for that transaction had been reported as lost or stolen in May 2021. NewDay also provided evidence from their system records that a replacement card had been ordered at the same time.

Based on the evidence provided, I'm satisfied that NewDay weren't at fault for the declined transaction. As the card had been reported as lost or stolen in May 2021, I'm satisfied that it was right that any transaction carried out on that card should be declined. Mr T said that the store assistant said there was a message requesting that Mr T hand the card into the store. As the card had been reported as lost or stolen, I think it's reasonable for that instruction to be displayed to ensure the card is retained and destroyed to prevent any further use.

I acknowledge this would have presented Mr T with an embarrassing experience; however, I'm satisfied that NewDay hadn't acted unfairly by declining the transaction.

I've gone on to consider whether NewDay could have done more in light of Mr T's vulnerable status.

In his response to our investigator's view, Mr T says that he disagreed with it because it didn't take into consideration his protected characteristics disabilities. And in his complaint to NewDay, after saying he'd been humiliated, Mr T pointed out that his mental and physical health are to be safeguarded by his protected characteristics.

The Financial Conduct Authority (FCA) defines a vulnerable consumer as '*someone who due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care*'

The FCA also produced guidance for firms on the fair treatment of vulnerable customers which included understanding vulnerability, the skills and capability of staff, taking practical action and monitoring and evaluation.

Having considered the circumstances surrounding the declined transaction and the guidance provided by the FCA, I've not seen any evidence that makes me think that Mr T hadn't been treated fairly by NewDay. As the transaction took place in a retail store, I don't think it'd be reasonable to hold NewDay responsible for how Mr T may have felt at the time. Particularly as I consider that NewDay acted fairly in ensuring any transactions on the card which had been reported as lost or stolen wouldn't go through.

In addition, Mr T also hasn't provided us with any specific details of his vulnerabilities or how he feels NewDay hadn't taken them into consideration.

I recognise that being vulnerable can present itself in a variety of ways and can significantly impact a person's physical and mental wellbeing. I also acknowledge that the situation would have been unpleasant for Mr T. However, from the evidence

provided I'm satisfied that NewDay hadn't done anything wrong in the circumstances and so I won't be asking them to do anything in respect of this complaint.

My final decision

Having thought about everything above, along with what is fair and reasonable in the circumstances, my final decision is that I don't uphold Mr T's complaint against NewDay Ltd trading as Fluid Credit Card.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 24 April 2022.

Benjamin John
Ombudsman