

## The complaint

Mrs S says that NewDay Ltd trading as Fluid Credit Card did not change her name on her account and they provided her with poor customer service across a number of issues.

## What happened

Mrs S changed her name, so she posted Fluid identification, and instructions of the name change, but she says they did not respond, and they did not issue her a new card. She says her card was disabled for three months also. Mrs S says she tried to contact Fluid over the phone for three months, but they didn't answer the phone. Mrs S says that she was charged interest and fees as she was unable to pay the minimum amount without access to her account. Mrs S says she had a failed direct debit, which she didn't set up in the first place. She says her credit limit was reduced from £4,150 to £2,150, which affected her credit score. Mrs S made a complaint to Fluid, but she says they took two and a half months to respond to her complaint.

Fluid did not uphold Mrs S' complaint. They said they checked their records and couldn't find the information Mrs S sent them. Fluid provided both postal and email addresses that she could send her passport and marriage certificate to in order for them to change her name. Mrs S brought her complaint to our service.

Our investigator upheld Mrs S' complaint and she said Fluid should award Mrs S £300 compensation. She said Fluid responded to Mrs S via email on 9 February 2022 confirming receipt of the request, but they advised they were unable to accept the document provided. Mrs S sent them a further letter, but she didn't include what was asked for, so Fluid emailed her instructions again. They asked that Mrs S send her marriage certificate or a deed poll with a covering letter. She said Fluid could have taken further action to ensure Mrs S was receiving their emails for additional documentation and responded via letter to reflect her original communication channel. Our investigator said Mrs S' card shouldn't have been frozen following one missed payment, until the arrears were cleared three months later, and Fluid hadn't been clear that Mrs S' card would be disabled.

Fluid asked for an ombudsman to review the complaint. They said they acted promptly in responding to Mrs S' request for the change of name. They have email as an accepted method of communication to Mrs S. They said it is Mrs S' responsibility to provide up to date contact details, so they can't be to blame for Mrs S not viewing her email account, as this would have resolved the issue. They said they would always stop the use of a customer's card if they missed a payment, as they have breached the credit agreement. Fluid said this stops their customers from falling further into debt that they can potentially not pay, and it would not be responsible for Fluid to allow customers to continue using their card if they were missing payments.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

*I've considered what Mrs S has said about Fluid not responding to her change of name instructions when she originally sent them post regarding this. So I've looked at Fluid's system notes. Unfortunately there is no record of Fluid receiving this post, so I can't hold them responsible if there were any errors with the postal system. But I can see they did receive her letter dated 26 January 2022, by tracked delivery.*

*This letter references her previous correspondence, so I'm persuaded Mrs S did write to them previously – just they didn't receive the letter. The letter informs Fluid of her married name change and includes page 3 of 6 of a Fluid credit card statement and her driving licence. I can see that Fluid responded via email (to her registered email address) on 9 February 2022, informing Mrs S that they received a copy of her driving licence, but they were unable to accept this. They gave her instructions of what to do and where to send this information.*

*Fluid received another letter from Mrs S dated 20 March 2022. This again included a copy of her driving licence and her full December 2021 statement. Fluid again responded by email on 25 March 2022 to her registered email address, to inform her they couldn't accept the driving licence and provided her with instructions with how to change her name.*

*So I'm satisfied that Fluid did respond to the name change requests they received from Mrs S. While Mrs S wrote to Fluid and Fluid emailed Mrs S instead of sending her a letter, I've looked at the credit agreement (as both parties would be bound by this) to see if this showed how Fluid would communicate with Mrs S. This does say they would use her most recent details she had given them for all purposes, and this includes her email address. So I'm not persuaded that Fluid did anything wrong by sending an email to the email address that Mrs S had previously given them. The credit agreement does not state that they will respond in the same format as their customer. While I'm aware Mrs S has several email addresses, it would be her responsibility to inform Fluid of any updates to her personal details, or if she preferred them to hold a different email address. So it would not be proportionate for me to hold Fluid responsible for Mrs S not checking the emails that they sent her which instructions to change her name through.*

*I've considered what Mrs S has said about her card being disabled for three months. I've looked at the credit agreement again to see if Fluid were acting in line with this. And I'm satisfied they were acting in line with the credit agreement by suspending her account. This is because there is a section of the credit agreement titled "Can we refuse to authorise a transaction, suspend your account or decrease your credit limit". One of the reasons listed in this section is if they reasonably "believe that there is an increased risk that you might not be able to repay the amount you owe us (this could be because of the way you manage this account.....or because you have not been making sufficient payments to your account and we reasonably believe you may be in financial distress".*

*The credit agreement also shows in this section that they'll tell her as soon as possible if they refuse a balance transfer or money transfer, but "for all other transactions, you will usually find out if we have refused a transaction because you will be asked for payment by another card". So Fluid wouldn't warn Mrs S of her card being blocked/a transaction being refused etc prior to this happening in line with the credit agreement. Although I can see that they did send her letters from December 2022 informing her that she could not use her card until she was up to date with her payments and they may continue to charge fees. I'm satisfied the fees/interest they charged were in line with her statements.*

*So as Mrs S missed a payment, Fluid suspended her account. I'm persuaded that this is proportionate as if she couldn't make a payment by the due date, then there would be an increased risk that she might not be able to pay the amount she owed them. Fluid have told us their process is to block a card when a payment is missed to prevent their customers from*

*falling further into debt that they can potentially not pay. So I'm not persuaded they have breached the credit agreement by blocking the card in this instance.*

*I've considered what Mrs S has said about not being able to contact Fluid for three months over the phone. I can understand why this would be frustrating for Mrs S. Fluid have acknowledged that their contact centre may have been busy, but Mrs S should still have been able to speak to them by phone. If Mrs S did not want to wait on hold to speak to a call handler, there were other ways which Fluid made available for her to contact them, such as post or via their digital messaging team on their application (app). So if Mrs S really needed to get in touch with Fluid, then I'm persuaded she could have done so, despite any long hold times on their phone lines.*

*Mrs S has commented on how Fluid handled her complaint. I must explain to Mrs S that complaint handling by a business isn't a regulated activity and as such, the issues she's raised that relate directly to how Fluid have investigated her complaint, such as how quick they issued their response does not come under my powers to consider. I can see they issued her a letter on 4 February 2022 acknowledging her complaint and they sent their final response on 4 February 2022 to her also.*

*I've considered what Mrs S has said about her not being able to pay the minimum to her account without access to her account. I can see she had a direct debit set up during this time, which would have been able to make the payment without accessing her Fluid account. I know Mrs S says she didn't set up this direct debit, but Fluid have provided evidence of a letter they sent her dated 15 April 2021 regarding the direct debit being set up. I've had a look at Fluid's system notes, and I can't see that Mrs S instructed them to cancel the direct debit instruction if she did not want the payment to be taken by direct debit. But regardless of the direct debit, Mrs S' statements set out how she could make repayments to her account, so I'm not persuaded that Fluid were at fault for Mrs S not making repayments to her account here, and they charged interest and fees in line with the statement information.*

*Mrs S has said that her credit limit was reduced. But Fluid are entitled to amend her credit limit. They notified her of this on 29 November 2022 and the reason for this was shown as her being overdue on her account. I'm satisfied that they acted in line with the credit agreement here, so it follows I don't intend to ask Fluid to do anything further."*

I invited both parties to let me have any further submissions before I reached a final decision. Fluid responded and they said they had no further comments to make. Mrs S did not accept the provisional decision. In summary she said in order to make a payment she needed to login to their app to make a payment, but this had been disabled by Fluid even before she missed a payment. Mrs S said she would send further documentation about her complaint, but she did not send it by the deadline for responses to the provisional decision. I gave Mrs S an extension to provide any further information she wanted to send me, but she did not respond by that deadline either.

### **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've considered what Mrs S has said about needing to login to the app to make a payment, but this had been disabled by Fluid. But Mrs S did not need to be logged into the app to make a payment. As I said in my provisional decision "*Mrs S' statements set out how she could make repayments to her account, so I'm not persuaded that Fluid were at fault for Mrs S not making repayments to her account here*". Mrs S' statements show that the app is one way she could make a payment to her account, but the statement also shows she could pay

by direct debit, at a bank using the payment slip on her statement, a direct payment from her bank or by post (via a cheque). So I'm satisfied that a payment could still be made to her account even if Mrs S was unable to access the app.

In summary, Mrs S' response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. I know Mrs S will be disappointed, but I hope she understand my reasons.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 5 October 2023.

Gregory Sloanes  
**Ombudsman**