

The complaint

Mr F complains NewDay Limited trading as Fluid incorrectly blocked his credit card. He also complained they've ignored his subsequent complaint about this.

What happened

Mr F has said in late January / early February he wrote to all financial institutions asking them to pause on sending him any mail or replacement cards to him because he was having problems with receiving post going missing. He asked everyone if they had to send something, to send it to their nearest branch or office, and he'd collect it from there.

Mr F said he knows Fluid received his letter, because they emailed him shortly afterwards to confirm they'd blocked his account. He says he wrote a complaint letter, but this was ignored. Mr F later says he was forced to make a purchase on a debit card, instead of a credit card, and as a consequence of that now doesn't have the protection of section 75 (s75) – meaning it's harder for him to get a refund as the retailer for that purchase didn't provide the goods. In total, Mr F asked for £630 compensation which includes the cost of the purchase he made and hasn't had refunded.

As part of our standard approach, we asked Fluid for their file. This included a copy of the email Mr F told us he'd received to say his account had been blocked. It also included a response to Mr F's complaint which paid £40 into his account for not making it clear the only way to stop mail going to him is to block the account. Mr F has said he never received this letter.

A new response was issued by Fluid on 20 October 2023. Our Investigator decided these issues needed to be dealt with separately and let both Mr F and Fluid know she was setting up a new case. So, they don't form part of this one – and I won't mention them again. Our Investigator then issued her outcome on the case that'd originally been brought to us – and overall felt Fluid's payment of £40 was fair.

Mr F didn't accept this and referred to the new issues he'd raised – he also felt £40 for all the problems he'd had were an insult. As Mr F didn't accept this outcome, the complaint's 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.

I think it'll help both Mr F and Fluid to confirm the only issues I'm considering in this complaint are:

- How Mr F's request for mail to be stopped was dealt with
- Mr F's concerns about the lack of response from Fluid
- Addressing Mr F's request for compensation

The evidence I have shows Mr F received a response to his request to stop mail going to his postal address on 7 February 2023 by email. This email said:

Please be advised that a temporary hold was placed on the account. As such, you will not be unable (this quote is accurate – Fluid meant ‘able’ rather than ‘unable’ I think) to use your card.

In order to update your address and remove a temporary block, kindly contact our Customer Service team using the number of the back of your card.

The first paragraph is grammatically unclear – but I think the overall meaning was understood by Mr F – Fluid had blocked his card.

The next paragraph tells him what to do to get the credit card unblocked. Instead of doing this though, Mr F wrote a complaint to Fluid. He’s provided a copy of this dated 20 March 2023.

I’ve not seen anything to suggest Mr F couldn’t have called Fluid’s Customer Service team as they’d asked to get his card unblocked. And, Mr F has demonstrated an awareness that financial businesses are allowed up to eight weeks to investigate complaints. So, pulling that together, Mr F presumably knew it could be a further eight weeks before Fluid took any action to his complaint.

As it happens, Fluid did reply to Mr F’s complaint. Why Mr F didn’t receive this I don’t know, though seems likely linked to his postal issues and they probably should have sent it through a different method. In their reply though, they accepted their communication could have been clearer – as in their email of 7 February 2023 they didn’t explain the only way to stop mail being sent out was to place a block on the account. For this they’ve paid Mr F £40.

Fluid added the reason their process works like this is because usually when someone says their mail is going missing, it presents a fraud risk – so they block the account. This seems like a reasonable explanation to me, so although I agree Fluid’s communication could have been clearer, I don’t think they actually did anything wrong in blocking the account. I appreciate Mr F hasn’t seen this, but I’m satisfied our Investigator described the contents sufficiently to Mr F for him to provide his comments – meaning we didn’t need to delay reviewing matters for Mr F.

Thinking now about compensation. Part of Mr F’s claim for £630 relates to a £230 purchase he made on his debit card, which he’s now disputing. He’s told us he’d have made this payment on his Fluid credit card if it wasn’t blocked, and previously he’s claimed under s75 which has always refunded him.

It’s not clear to me exactly when this purchase was made, but I won’t be awarding Mr F the £230 he’s asked for, or any further compensation for the difficulties he’s had.

The reason I say this is because I’ve found Fluid didn’t do anything wrong in blocking the card – which is where Mr F’s claims have come from. Overall I’m satisfied the £40 Fluid have already paid to Mr F for a less than detailed explanation is a fair resolution for this complaint.

My final decision

For the reasons I’ve explained above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1 March 2024.

Jon Pearce
Ombudsman