

The complaint

NewDay Ltd trading as Marbles provided Mr L with a credit card on 20 November 2017. It had a credit limit of £300 which didn't change. Mr L says Marbles acted irresponsibly when it gave him the card.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

There are time limits for referring a complaint to the Financial Ombudsman Service, and Marbles thinks this complaint was referred to us too late. Our investigator explained why he didn't, as a starting point, think we could look at a complaint about the lending decision as that happened more than six years before the complaint was made. But he also explained why it was reasonable to interpret the complaint as being about an unfair relationship as described in Section 140A of the Consumer Credit Act 1974 (s.140A), and why this complaint about an allegedly unfair lending relationship had been referred to us in time.

For the avoidance of doubt, I agree with our investigator that I have the power to look at the complaint on this basis. I think this complaint can reasonably be considered as being about an unfair relationship as Mr L says the card simply made his situation worse. This may have made the relationship unfair as he had to pay more than he could afford and he was unable to reduce the debt. I acknowledge Marbles still doesn't agree we can look at this complaint, but as I don't think it should be upheld, I don't intend to comment on this further.

Given what Mr L has complained about, I need to consider whether Marbles' decision to lend to him, or its later actions, created unfairness in the relationship between him and Marbles such that it ought to have acted to put right the unfairness – and if so whether it did enough to remove that unfairness.

Mr L's relationship with Marbles is therefore likely to be unfair if it didn't carry out proportionate affordability checks and doing so would have revealed its lending to be irresponsible or unaffordable, and if it didn't then remove the unfairness this created somehow.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mr L's case.

I've decided the credit was provided fairly for the following reasons:

- Due to the time elapsed, Marbles is unable to provide all the information it used to assess Mr L's application. I don't find this surprising as businesses aren't required by

law or good industry practice to hold records indefinitely – typically, they hold data for around six years. But Marbles has been able to provide some data which I've used to reach my decision. I can see from what it has provided that the checks Marbles did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mr L's financial situation.

- When Mr L applied for the credit card, he told Marbles he earned £25,000 per year which equated to £1,570 or so per month. Taking into account his housing, living and credit commitments, Marbles calculated he had a disposable income of around £180 per month.
- Marbles can't provide the actual data from the credit check it carried out. But it has shown us that Mr L had no defaults or County Court Judgements and no Bankruptcy or IVA's showing on his credit file. His payments to his credit elsewhere totalled £750 and he was up to date with it all.

While this shows he had a fairly high amount of credit elsewhere (and I can't see precisely what that was) what he had was well managed. Marbles was prepared to offer a small credit limit of £300. If that facility was used in its entirety, minimum payments would be fairly modest and based on the calculated disposable income, I think Mr L would have been able to repay it over a reasonable period (as required by the regulations in place at the time).

- Based on the information Marbles gathered and what it knew about Mr L's circumstances, there was nothing to suggest he was likely to be unable to sustainably repay what he was being lent. I've not seen anything which makes me think Marbles ought to have asked further questions or sought to examine Mr L's bank statements for instance.
- I don't think Marbles acted unfairly in any other way.

This means I don't think Marbles did anything wrong when it provided the credit card with a small credit limit to Mr L.

I've considered whether the relationship might have been unfair under s.140A. However, for the reasons I've already given, I don't think Marbles lent irresponsibly to Mr L or otherwise treated him unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mr L hoped for. But for the reasons above, I'm not asking Marbles to do anything to put things right.

My final decision

My final decision is that I'm not upholding Mr L's complaint about NewDay Ltd trading as Marbles.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 March 2026.

Richard Hale
Ombudsman