

The complaint

Mrs M complains that NewDay Ltd ('NewDay'), trading as Fluid, irresponsibly granted her a credit card and then went on to increase her limits.

What happened

NewDay provided Mrs M with a credit card in October 2021. The initial credit was £900 which was increased seven times between February 2022 and July 2025, when it reached £7,800.

Our investigator didn't think NewDay had acted unfairly or unreasonably in agreeing to grant the credit, or the increases that followed.

As Mrs M doesn't agree, her complaint has been passed to me for a 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.

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 Mrs M's case.

I'd like to reassure Mrs M that I've looked at the complaint afresh and have independently reviewed all the available information, including what she has said in response to our investigator's view. Having done so, I am not upholding this complaint for broadly the same reasons as our investigator. I'll explain why.

I think the checks NewDay did before providing the opening credit were reasonable and proportionate given the credit limit it offered and what it knew about Mrs M's financial situation. The credit reference agency check showed she didn't have any recent adverse markings on her credit file. NewDay also used statistical information to provide an affordability check. Once NewDay had worked out her likely living and housing costs and monthly credit repayments elsewhere, the opening credit looked to be affordable.

Turning to the credit limit increases, I've looked at the information NewDay gathered about how Mrs M had been using her account and her wider financial circumstances before it agreed each increase. I've noted that her credit file didn't show she was having problems with her credit elsewhere and her income remained consistent, leaving her with enough disposable income to meet if not exceed the required monthly payment whilst still meeting her committed expenses and housing costs. I don't think the times when she went over her credit limit or made payments late are enough to suggest that the increases that followed were likely to be unaffordable, given the credit and affordability information NewDay could see.

Based on the information NewDay gathered and what it knew about Mrs M's circumstances, I therefore don't think there was enough to show or suggest that Mrs M was likely to be

unable to sustainably repay what she was being lent, either at the outset or when increasing her credit limit.

I'm therefore in broad agreement with what our investigator found and don't consider NewDay ought to have been prompted to do better checks than it did.

I've also looked at whether NewDay ought to have done more to help or support Mrs M. I've seen that when she had difficulty meeting payments 2023, NewDay reduced her interest for three months. So I think NewDay took reasonable steps to respond and show forbearance.

I've looked into what Mrs M has told us about her circumstances when she responded to our investigator's view letter, including the account and bank statements she sent in. I should add that I wouldn't have expected NewDay to carry out further checks than it did, given what I've seen. I've not seen enough to show or suggest that NewDay ought to have thought she might have been over-extending her borrowing capability. That's not to suggest that there weren't times when she may have felt financially stretched and had to be careful with her spending.

It follows that I don't think NewDay did anything wrong when it provided the initial credit limit or the increases that followed.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think New Day lent irresponsibly to Mrs M or otherwise treated her 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 Miss M hoped for. But for the reasons above, I don't think NewDay needs to do anything more to put things right.

My final decision

My final decision is that I'm not upholding Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 April 2026.

Michael Goldberg
Ombudsman