

The complaint

Mr S complains that NewDay Ltd trading as Fluid (“NewDay”) incorrectly charged him interest on a 0% interest balance transfer on his credit card.

What happened

I won’t repeat all the facts here, as those aren’t in dispute. I have reviewed the entire file and if I don’t comment on something, it isn’t because I haven’t seen it - it’s that I haven’t deemed it relevant here. I mean no discourtesy by this, it’s merely to reflect the informal nature of our service.

Mr S carried out balance transfers on his NewDay credit card but says he has been charged interest on those transfers, despite being told by NewDay that he was eligible for 0% on balance transfers.

NewDay couldn’t locate the relevant call recordings, for when it spoke to Mr S about the matter. And so, it paid him £25 by way of compensation and refunded £25.49 in interest charges. But it said Mr S was correctly charged the standard interest rate for the balance transfers, as the 0% promotional offer he had upon opening the account, was no longer valid.

Mr S thinks NewDay should honour the 0% balance transfer offer, given it had told him he’d be eligible for it – and given he relied on this information, to his detriment. He says he wouldn’t have carried out the balance transfers, had he known he’d be charged interest on them.

Because the parties couldn’t agree, the matter has 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.

Having done so, I know this will disappoint Mr S, but I’m satisfied that NewDay has done enough to put things right. And I’ll explain why.

Mr S has provided evidence, in the form of a call log, to show that he did speak to NewDay when he said he did. NewDay hasn’t been able to provide recordings of these calls and it’s in these calls, that Mr S says he was told a 0% interest rate applied to his balance transfers. I understand that Mr S says he was acting, ultimately to his detriment, on the incorrect advice of one of NewDay’s representatives. In that, he says he could have gone elsewhere to find another 0% balance transfer, had he known he’d be charged interest on his NewDay card.

But even if I accept that NewDay gave Mr S incorrect information during a phone call, I think there was other information available, that means Mr S ought to have reasonably questioned

the information he was being given. And despite this other, correct information about the interest rate that applied, Mr S went ahead with the balance transfers anyway.

Mr S' credit agreement sets out that the promotional 0% balance transfer rate was only valid for 60 days after taking the account out. The balance transfers in question here, were carried out after that period. So, I'm satisfied the initial account-opening promotional rate of 0% didn't apply and that this information was made clear in the credit agreement.

In addition to the conversation Mr S says he had with NewDay, where he was told the 0% rate would apply, I can see he also contacted NewDay's chatbot and asked it the same question. I.e. whether the balance transfers he was carrying out would be at a 0% interest rate. The chatbot wasn't able to answer this so I don't think any incorrect advice Mr S may have been given previously, was reinforced via the chatbot – despite what Mr S has claimed.

By the time Mr S went onto carry out the balance transfer online, I think he ought reasonably to have realised that any information he'd been given previously about a 0% rate being available, was likely wrong. I've seen example screen shots of what Mr S would have seen, when carrying out the balance transfer as well as evidence of the interest rate that applied. So, I'm satisfied the interest rate that applied to the transfers being carried out, would have been clearly displayed online, before Mr S agreed to those transfers. And I'm satisfied that the interest rate that applied, wasn't likely 0%. Irrespective of this, Mr S chose to continue with the balance transfers anyway.

So, even if Mr S had been led to believe, in an earlier phone call, that he still had access to 0% balance transfers, I'm satisfied the correct interest rate was likely made clear to him, before he carried out the transfers. Coupled with the fact his credit agreement made it clear the account-opening promotional 0% offer no longer applied, I don't find that it was reasonable for Mr S to have relied solely on information he may have been given in an earlier phone call.

NewDay has paid Mr S £25 for not being able to find the relevant phone calls and for poor customer service. It also refunded the interest charge of £25.49 for the October 2025 statement period. In the circumstances of this case, I think this is a fair resolution for not being able to locate the call recordings and for possibly providing incorrect advice in a call. And so, I'm not asking NewDay to do anything further.

I understand Mr S has also highlighted the FCA Principles, including principles of unfairness. But for the reasons I've explained, I don't think NewDay has acted unfairly by applying the standard interest rate and I think it has already put right any customer service issues.

Overall and for the reasons explained, I'm not upholding this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 April 2026.

Sophie Kyprianou
Ombudsman