

## **The complaint**

Miss K complains that NewDay Ltd trading as Aqua hasn't offered her any help whilst in financial difficulties.

## **What happened**

Miss K says she is in financial difficulties and asked Aqua on a number of occasions for help. She says she has tried to contact Aqua to reduce her credit limit and interest rate and says that a repayment plan would affect her credit file. Miss K says Aqua hasn't provided any help and would like the interest she has paid refunded.

Aqua says it has tried to help Miss K by refunding charges and interest and by agreeing a token repayment plan with her. It says it has given her details of organisations that could help her but says any interest or charges were correctly applied in line with account terms and conditions. Aqua says it has also made attempts to call Miss K and has spoken to her about her financial position.

Miss K brought her complaint to us but our investigator didn't uphold it. The investigator thought Aqua had tried to help Miss K by refunding interest and charges and by agreeing a repayment plan with her. The investigator also thought Aqua had tried to make contact with Miss K and it was entitled make charges and apply interest in line with account terms and conditions.

Miss K doesn't accept that view and says Aqua has no understanding of her financial position.

## **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 have come to the overall view that Aqua has dealt fairly with this complaint, and so I don't uphold it.

Credit providers should treat customers in financial difficulties positively and sympathetically. So I have looked at Aqua's records and at this complaint to decide if it has acted in such a way here.

I can see that Aqua has refunded a number of charges and has made gestures of goodwill. I can also see that Aqua has tried to speak with Miss K about her financial position and in December 2019 agreed a repayment plan with her for 12 months. That plan meant that any charges or interest would not be applied. I'm satisfied that Aqua gave Miss K details of debt help organisations. So I think overall Aqua has acted positively and sympathetically and has tried to help Miss K and provided her with options such as a repayment plan. I'm satisfied that Aqua has done what it can to try to help Miss K.

I appreciate that Miss K didn't want to agree to a repayment plan due to the impact on her credit file. But I can't fairly hold Aqua responsible for that as it has a duty to accurately report

the position of its customers accounts to the Credit Reference Agencies. And I think such a plan was realistically the only way Miss K could avoid any interest being applied to her account.

I also appreciate that Miss K would like Aqua to reduce its interest rate and refund interest. As I don't think it has made a mistake and have not seen any evidence the interest charged was not in line with agreed account terms and conditions, then I can't fairly order a refund of interest. And we are not Aqua's regulator, and so I can't order it to reduce the interest rate it applies in these circumstances. I'm satisfied such matters are for a business to decide upon when exercising its commercial judgement.

Overall I'm satisfied Aqua has done what it can to try to help Miss K, and I can't fairly ask it to do anything further in the circumstances of 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 Miss K to accept or reject my decision before 28 August 2020.

David Singh  
**Ombudsman**