

## **The complaint**

Mr C's complaint is that NewDay Ltd, trading as Aqua, didn't provide him with the service it should have and that a marker has been unfairly applied to his credit file.

## **What happened**

Mr C has an Aqua account. In February 2020, he spoke with an adviser about his account and an arrangement was put in place. He says he was misled into thinking he didn't need to make a payment in March 2020 but that the next payment due was 2 April. He said he wasn't told that if a payment wasn't made in March this would show as a missed payment on his credit file. He said the negative information on his credit file was affecting his ability to get a mortgage.

Mr C says he called Aqua several times and wasn't called back when promised. He then called to make the April payment and says Aqua denied there being an arrangement in place on his account and it wasn't until 16 April when the arrangement was confirmed. He also complains that he received several calls from Aqua's auto dialler calling device.

Aqua says that Mr C's account went into arrears as a payment due by 5 February 2020 wasn't received. On a call on 23 February, a no fee arrangement was agreed for £347 for six months, this meant charges would be frozen, but interest would continue to be charged. It said that on the call that a payment from Mr C of £340 was already pending and so he was asked to pay a further £7 to start the arrangement. This was received on 24 February and the arrangement put in place. It says no charges were applied in March 2020 and Mr C had been correctly told that the next payment would be due around 2 April. This wasn't received and so the arrangement was broken. Aqua says it has an obligation to provide accurate information to the credit reference agencies and that it hadn't made any mistakes in the reporting on Mr C's account.

Aqua says that Mr C raised a complaint on a call on 16 April. It said that the call was not available but noted Mr C's comments about being told he would be called back. It upheld this part of Mr C's complaint and paid him £40 compensation for servicing issues.

Mr C referred his complaint to this service. Our investigator didn't uphold his complaint. She said that having listened to the call on 23 February 2020 when the arrangement was put in place, Mr C was told how the arrangement would work and when payments were due. On the call on 14 March she said that Mr C was told that the next payment was due by 2 April 2020. She said that as Mr C didn't make this payment the arrangement was broken, and the arrears were then payable, and the marker was applied to his credit file. She didn't think that Aqua had acted unfairly in this case.

Our investigator noted that Mr C said he had been told he would be called back, and this didn't happen. She said Aqua hadn't been able to listen to the call on which this was discussed and so couldn't confirm if a call back was arranged but paid Mr C £40 compensation which she thought was fair.

Mr C didn't accept our investigator's view. He reiterated that Aqua had denied there being an arrangement in place and that this wasn't confirmed until the call on 16 April. He said he had asked for call recordings, but some of these weren't available and those that were provided hadn't been encrypted and could have been adjusted.

### **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 agree with the conclusions reached by our investigator for the following reasons:

- Mr C missed a payment on his account that was due on 5 February. I have listened to the call that took place on 23 February. On this Mr C said he thought he had paid the February amount, but this hadn't happened, and he had paid £340 in the previous few days. The adviser noted that Mr C's next payment would be due on 5 March. Given the timing she then discussed the option of a no fee arrangement. She explained how this would work and a payment for £7 was taken to start the arrangement. Mr C was told his next payment would be due around 2 April 2020 and then on or before the 2<sup>nd</sup> of the month. Given this I find that Mr C was made aware of the six-month arrangement that had been set up on his account and that the next payment of £347 was due by 2 April 2020.
- On a call on 14 March, Mr C was told he had a payment due on 5 March, but Mr C explained that he had discussed his account and an arrangement was in place. There was then a discussion about the £347 payment being due in March, but it was agreed this was a mistake and payment was due by 2 April. The adviser apologised to Mr C. While I accept this call could have caused some confusion, before the call ended the arrangement and payment date of 2 April were confirmed.
- Mr C didn't make the required payment by 2 April and so the arrangement was broken. I note Mr C's comments about being told an arrangement wasn't in place and therefore him not making a payment. But based on the calls I have listened to, I find that Mr C was aware that a payment of £347 was required to be made by 2 April. Therefore, when this wasn't made, I do not find I can say Aqua did anything wrong by reporting this to the credit reference agencies.
- Mr C was told on 23 February call that if the payments weren't made on time this would be reported to the credit reference agencies. Aqua is required to report accurate information about Mr C's account and I do not find I can say it has done anything wrong in this case. Therefore, I do not require it to remove the marker from Mr C's credit file.
- A copy of the call from 16 April isn't available but based on the other calls I have listened to it is clear Mr C raised a complaint on that call and had expected a call back which didn't happen. It is then explained that he shouldn't have been told he would receive this. Given this, and the confusion about the arrangement in the initial part of the call on 14 March, I do not find that Mr C was provided with the service he should have been.
- As the issue on the 14 March call was resolved at that time, and Mr C was paid £40 compensation for the service issues he raised, I find that Aqua has done enough to resolve this complaint.

For the reasons set out above, I do not require Aqua to take any further action regarding this complaint.

**My final decision**

My final decision is that I do not require NewDay Ltd, trading as Aqua, to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 January 2021.

Jane Archer  
**Ombudsman**