

The complaint

Mr B is unhappy with the information he was given by NewDay Ltd (trading as Aqua), when he contacted them to query the balance on his credit card account.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I'm not satisfied Aqua did enough to explain to Mr B during the webchat of 16 January 2020, that the balance they had given him might not include other pending transactions. I appreciate these transactions may not have been visible until 20 January 2020. However, I think the chat handler could have said disclosed that there might be other transactions pending that they couldn't see. Instead they suggested that all transactions up to 13 January 2020 were included.
- If they had done so, I think it's most likely that Mr B wouldn't have spent over his credit limit. However, I think they have acted fairly by paying Mr B £40 compensation for this, as well as refunding £24 of 'over-limit' charges and £15.18 in interest.
- When querying during another webchat why his credit card account had gone over the credit limit, Mr B told Aqua that they had put him "*...in a really difficult position, I don't want to be charged a late fee or to be charged anything more until the 13th, and if possible the interest frozen until then, so I can arrange paying enough on the 13th to clear the outstanding over limit balance*". I'm therefore satisfied Mr B put Aqua on notice that he needed help.
- Whilst the original chat handler appeared sympathetic to the hardship that Mr B was declaring, he was transferred to the customer care team. After quite a delay, Mr B was told that his complaint would be responded to within eight weeks. However, nothing more was done until the final response letter of 27 February 2020, when the charges and interest were refunded. I don't think Aqua did enough here to address Mr B's request for help.
- Whilst I can see there had been a further conversation on 5 February 2020 and Mr B seemed to have focused on when he would receive a response to his complaint, I still think that Aqua could have done more to treat Mr B more sympathetically, sooner.
- I'm satisfied this caused Mr B some trouble and upset until he received the final response and was able to bring the balance down below the limit, at the beginning of

March 2020. It follows that I agree with the investigator that Aqua should pay Mr B £100 in recognition of the trouble and upset it caused him is fair.

For these reasons, my decision is to uphold Mr B's complaint.

Putting things right

NewDay Ltd should pay Mr B £100 compensation for the trouble and upset it caused him. This is in addition to the £40 compensation already paid to him, and the refund of interest and charges.

My final decision

My final decision is that I uphold Mr B's complaint against NewDay Ltd and direct it to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 April 2021.

Yoni Smith
Ombudsman