

The complaint

Miss C complains that NewDay Ltd trading as Aqua did not change her statement date in line with her instructions.

What happened

Miss C says that she contacted Aqua to change her statement date to a couple of days later. She says nobody was available to do this for her and she was told she would get a call back, but this didn't happen. Miss C says she has received notices of late payment as her monthly payments are being recorded as late payments and she is incurring fees as a result of this. She says she contacted Aqua to see if this can be changed and they have told her they can't change this. Miss C made a complaint to Aqua.

Aqua did not uphold Miss C's complaint. They said her statement dated 3 October 2022 requested a payment of £18.18 due on 20 October 2022, but they received £20 on 22 October 2022, so they added a late payment fee. As a result of charges and interest, Miss C exceeded her credit limit. They said she contacted them on 22 October 2022 and informed the call handler she was having difficulty paying online and that she wanted to change her due date, but the call handler told her that as her account wasn't up to date, she would need to wait for the payment to clear and then request a payment due date change. They said as per their account notes, Miss C told the call handler she would call back, but there wasn't any evidence of her contacting them after this to change the payment due date. Miss C brought her complaint to our service.

Our investigator did not uphold Miss C's complaint. He said there was no evidence to show Miss C requested a change in payment dates in August or September 2022 as Aqua has been unable to locate any evidence of this call and Miss C is also unable to provide evidence to show it took place. As such, he couldn't say Aqua failed to act on an instruction to change the payment due date. He said the charges that had been applied to the account have been done so in accordance with the terms and conditions. Our investigator said Aqua refunded some of the interest and charges as a gesture of goodwill which was more than fair given there's no indication they were applied incorrectly.

Miss C asked for an ombudsman to review her complaint. She said she requested the payment date change on an outbound call to her from Aqua's collection team. She said from August 2022 she asked her statement date to be changed.

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.

Firstly, I'm aware that I've only summarised Miss C's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've

ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I've looked through Aqua's system notes from the account opening to see what was discussed about the change in the statement date. The first instance I can find about this is on 22 October 2022, which is later than Miss C believes she first spoke to Aqua about this. I've considered what Miss C has said about a call made by Aqua's collections team. A collections team would tend to ring a customer when they are in arrears. I've looked at Miss C's account statements to see when she was in arrears to get an indication of when such a call might have taken place as there are no system notes to show they spoke to Miss C on any outbound calls during the timeframe she's mentioned.

Miss C's statements shows that her first statement was issued on 3 August 2022. It asked for a payment to be made by 22 August 2022. So as Miss C had until 22 August 2022 to make her payment, it's unlikely that Aqua's collection team would have tried to ring her when she wasn't in arrears. And although Miss C didn't make the payment by 22 August, it was received the following day, so again, it's probable that the collections team didn't ring her on 23 August 2022. And as she wanted the payment date to be 22nd of the month, it was the 22nd for August when she was required to pay by, so it's unlikely she had this conversation on 23 August 2022 before Aqua received her payment. Her following statement was produced on 4 September 2022, required a payment by 21 September 2022 and the payment was made on 21 September. So Miss C was not in arrears at any point in September 2022, and therefore it would be unlikely for Aqua's collections team to give her a call when she was not in arrears.

Her 3 October 2022 statement requested a payment by 20 October 2022. So this would fit in with the timeframe of Miss C saying she wanted to move the repayment date to a couple of days later. This payment was received by Aqua on 22 October 2022. This was a result of an outbound call from Aqua as she missed the payment two days prior. I've listened to this call. Miss C explains she tried to make the payment the previous day, but she was experiencing problems with her online banking. The call handler explains there were payment reminders that Miss C could set up so she wouldn't incur late fees. Miss C says *"to be honest, it was a call that I was due to, due to make to yourselves, because the payment, you know the date that the payment is requested by, I need to know whether that can get changed, for the simple fact is that I don't get paid until the 21st of every month"*.

So Miss C had told the call handler that she was due to make a call to them. She did not say on this call that she had previously spoken to them and they agreed to give her a call back, which is what I would expect Miss C to have told the call handler if she had previously had this agreed by Aqua. She also asks *"is there any way of me changing the payment date that you're requesting payment by"*. So again, if Miss C would have had a conversation previously about the statement date changing, it's unlikely she would have asked if she could change the statement date, as she would have already been aware of the answer.

Miss C makes a payment and the call handler explains that as the payment was made on a weekend, it will clear on to her account on Monday. The call handler asks if Miss C wants her to look into her changing the payment due date, which Miss C agrees to. The call handler explains she can't get onto the system to change the date. The call handler says *"this payment will clear as of erm like midnight on Monday, if you can give us a call back on Tuesday, and then erm, you'll go through to the customer services, they'll be able to change your payment err due day"* she also says *"if you go online err online or the app, you can actually change err the payment due date yourself"*.

I'm persuaded that the call Miss C believes she had in August 2022, was the call she actually had on 22 October 2022 as it has a lot of similarities to what she said about the call

she had with Aqua. It was an outbound call from Aqua, she did want to change her payment date forward by a couple of days due to her getting paid on 21st of the month, the call handler was unable to change this on the system due to system issues (this is likely because the call handler explained the payment wouldn't clear until Monday, so the account would have still been in arrears which would be likely why she was unable to change it on the call), and she didn't reference any previous conversations with Aqua regarding this.

So as the call handler was unable to change the payment due date she had asked Miss C to either ring back on the Tuesday (the day after her payment had cleared), or for her to change the payment due date herself in Aqua's application (app). But there's no evidence to show that Miss C did either of these things. So I can't hold Aqua responsible for the payment date not being changed. And I'm not persuaded that Aqua made any errors in how they reported Miss C's payment history to the Credit Reference Agencies. The interest and fees they added to her account were in line with the terms and conditions, although I have noted as a gesture of goodwill they refunded a £12 overlimit fee charged to her account on 26 December 2022 and two months interest totalling £35.34. So it follows I don't require Aqua to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 30 August 2023.

Gregory Sloanes
Ombudsman