

## **Complaint**

Mr R has complained about a credit card NewDay Ltd (trading as “Aqua”) provided to him.

He says that he shouldn’t have been given the credit card and that it was irresponsibly provided to him.

## **Background**

In June 2022, Aqua provided Mr R with a credit card which had a limit of £450. Mr R wasn’t provided with any credit limit increases.

One of our investigators reviewed what Mr R and Aqua had told us. And she thought Aqua hadn’t done anything wrong or treated Mr R unfairly in relation to providing the credit card. So she didn’t recommend that Mr R’s complaint be upheld.

Mr R disagreed with our investigator’s assessment and asked for an ombudsman to look at the complaint.

## **My findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Mr R’s complaint.

Having carefully considered everything, I’ve decided not to uphold Mr R’s complaint. I’ll explain why in a little more detail.

Aqua needed to make sure it didn’t lend irresponsibly. In practice, what this means is Aqua needed to carry out proportionate checks to be able to understand whether Mr R could afford to repay any credit it provided.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we don’t think that it is necessarily unreasonable for a lender’s checks to be less detailed – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

Aqua says it agreed to Mr R’s application after it obtained information on his income and carried out a credit search. And the information obtained indicated that Mr R would be able to make the relatively low monthly repayment required to clear the balance that could be

owed within a reasonable period of time. On the other hand Mr R says that he shouldn't have been lent to under any circumstances.

I've considered what the parties have said.

What's important to note is that Mr R was provided with a revolving credit facility rather than a loan. And this means that Aqua was required to understand whether a credit limit of £450 could be repaid within a reasonable period of time, rather than in one go. A credit limit of £450 required relatively low monthly payments in order to clear the full amount that could be owed within a reasonable period of time.

I've seen the information Aqua obtained from Mr R about his income and what was on the credit search carried out. Aqua says that Mr R declared a salary of £18,000.00 a year. I understand that this was cross checked against all of the of funds that went into Mr R's main bank account each month.

I accept that this isn't the same as actually verifying what Mr R received. Nonetheless, it's fair to say that Aqua didn't simply just rely on what Mr R had said. And as Aqua's cross checking suggested that Mr R's declaration of his income wasn't implausible, I don't think that it was unreasonable for Aqua to rely on this information.

I accept that Aqua's credit search did show that Mr R may have had a default recorded against him. However it's clear that this was historic as this appears to have happened around two years prior to this application. Therefore, I'm not persuaded that this default in itself meant that Mr R shouldn't have been lent to.

This is particularly as the amount Mr R owed at the time of this application wasn't high in comparison to his cross-checked declaration of income. Equally I think that Aqua is likely to have factored this default into its assessment by only providing Mr R with a low credit limit.

As this is the case, I don't think that Aqua needed to further verify what was in the information it had before lending to Mr R. And bearing in mind that the information gathered showed that the payments which Mr R could have to make were affordable, I'm satisfied that Aqua's decision to provide Mr R with his credit card was reasonable.

In reaching my conclusions, I've also considered whether the lending relationship between Aqua and Mr R might have been unfair to Mr R under s140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I've not been persuaded that Aqua irresponsibly lent to Mr R or otherwise treated him unfairly in relation to this matter. And I haven't seen anything to suggest that s140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

So overall and having considered everything I don't think that Aqua treated Mr R unfairly or unreasonably in approving his credit card application. I appreciate this will be very disappointing for Mr R. But I hope he'll understand the reasons for my decision and that he'll at least feel his concerns have been listened to.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 February 2025.

Jeshen Narayanan  
**Ombudsman**