

## **The complaint**

Mr W complains about the interest rate NewDay Ltd trading as Aqua charged on his credit card account.

## **What happened**

In 2021, Mr W took out a credit card with Aqua. He says when he was offered the credit card by a credit intermediary, he accepted it on the basis that it had the same terms as another card he held with a different lender. Unhappy the interest rate on his Aqua credit card account didn't in fact match his other credit card, which had an interest rate of around 26%, and that he wasn't informed Aqua was a specialist lender, he raised a complaint.

Aqua explained that by electronically signing the credit agreement, Mr W had confirmed he understood and agreed to the terms and conditions. It also said the rates it applies are subject to status and confirmed when the customer signs the credit agreement.

Our Investigator looked into matters and didn't uphold the complaint. They said interest rates are subject to status and only confirmed once a full hard credit search has been completed. They also mentioned by signing the agreement electronically, Mr W had agreed to the terms of the account.

Mr W disagreed. He said, in summary, it was agreed with the credit intermediary that he would only accept a second credit card that reflected the same terms and conditions as his first card. He also said when it became clear that the arrangement with the credit intermediary was not being adhered to, he logged a complaint and asked for the same terms as the earlier agreement, but his contact was ignored.

As Mr W remained unhappy with the outcome, the case was passed to me to make a 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.

Firstly, I want to make clear that this decision will only address the actions of Aqua and not the credit intermediary. If Mr W is unhappy with the credit intermediary's actions, he'll need to raise a complaint with them.

I understand Mr W feels very strongly about this complaint and I've carefully considered everything he's said. If I don't directly reference something in my decision it is not because I've not given this consideration – but because I've focused on what I consider to be the crux of the complaint.

I think it's worth explaining that we're not the regulator. We can't tell a business who it should lend to, or on what terms. A business can set its own policies and procedures, as this is its commercial decision to make.

Mr W has said he would have only accepted a credit card that reflected the same terms as his first card. But from what he's said, the first credit card was with a different lender. Each lender will have its own criteria and terms, so I don't think it's unfair if Aqua's terms differed to the ones Mr W had with another lender.

Aqua has told us any advertised rates would be subject to status as it's based on various internal and external factors. This isn't unusual as several factors, including the applicant's circumstances, can affect the interest rate charged by a lender. I recognise Mr W says he agreed to the credit card on the understanding the interest rate and terms would be the same as his other card at around 26%, but I haven't seen any evidence to say Aqua confirmed it would provide lending on those terms. Therefore, I don't think it has made an error here.

Aqua has said it's unable to provide details of the application process due to the time that's passed but has shared Mr W's signed credit agreement. This details the interest rates he would be required to pay and that Aqua may vary the rates. Whilst I have no way of knowing exactly what Mr W would have seen at the time, I think it is more likely than not the interest rates were presented to him during the application process and were the same as those stated in the signed agreement. And by signing the agreement electronically, Mr W agreed to Aqua's terms and conditions which included the rates it would apply.

I've also reviewed Mr W's account statements which detail the interest rates applicable to his card and updates about interest rate changes. So from what I've seen, whilst I appreciate Mr W says he thought he was agreeing to the conditions offered by the credit intermediary when he signed the agreement, I'm not persuaded Aqua misled him.

I note Mr W has said, *"when I ticked the box, the so-called electronic signature, it was in the evening when I sent it on the 23 November 2021 so it would not be acted on until the following day the 24 November. But the credit card had already been printed and my account number given and was ready for use on that same day. This indicates that NewDay had already anticipated that the agreement would be signed, but without informing me earlier that the terms and conditions with the broker would not be adhered to."* But I don't agree. The agreement shows Mr W signed it in the morning of 23 November 2021. He hasn't shared a copy of the information that was sent to him, but I don't think it would be unreasonable for Aqua to share his account details on the same day he agreed to its terms. And, even if it did, I don't think this makes a difference to Mr W signing and agreeing to the terms of the credit card.

Mr W has raised concerns about Aqua being a specialist lender and with his high credit rating it should have informed him the card was unsuitable. I'm not sure why Aqua being a specialist lender would mean it isn't a suitable lender for Mr W or someone with a good credit rating. Ultimately, I haven't found that Aqua misled Mr W, it offered lending under no actual obligation for him to take up its offer or continue using the credit facility.

Mr W mentioned that Aqua failed to provide him with a copy of his agreement despite many requests for this. Aqua's system notes suggest the information was sent to Mr W in March and September 2024 via email, and then via post in October 2024. So the evidence I have shows this was sent to him. Why Mr W didn't receive it from Aqua I don't know – but I'm satisfied it was sent. As such, I don't think Aqua has done anything wrong.

I also note Mr W is unhappy with how Aqua handled matters when he contacted it. I've listened to the calls Mr W had with Aqua in late 2023 and early 2024. I can see the advisors offered to discuss his concerns over the phone, as the department he wrote to wouldn't be able to respond to his email. It also suggested the option of raising a formal complaint so his

concerns could be looked into. But it seems Mr W didn't want to do this at the time. Therefore, from the evidence available, I think Aqua did attempt to assist Mr W.

I know Mr W will be disappointed with my decision, but taking everything into account, I won't be asking Aqua to amend his interest rate or do anything further.

### **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 Mr W to accept or reject my decision before 21 July 2025.

Tania Henry  
**Ombudsman**