

## **The complaint**

Mrs D is unhappy that NewDay Ltd, trading as Aqua, didn't inform her of changes they made to how they processed received payments.

## **What happened**

On 7 February 2024, Mrs D made a payment of £2,356.51 to her NewDay account. Mrs D was expecting this amount to be reflected in her available credit immediately, as had been the case in previous months. But to her dissatisfaction, Mrs D found that it took NewDay a few days to assign the payment to her available credit balance. Mrs D wasn't happy about this, as she had relied on the payment being immediately available to her and had to borrow funds as a result of it not being. So, she raised a complaint.

NewDay responded to Mrs D and explained that they'd changed the way they processed incoming payments in March 2023, but that upon review had found that they hadn't sent a notification to Mrs D regarding that change. NewDay apologised to Mrs D for not providing the notice to her and confirmed how they processed incoming payments. Mrs D wasn't satisfied with NewDay's response and felt that the impact on her of what happened hadn't been fairly considered. So, she raised a complaint.

One of our investigators looked at this complaint. But they felt the response that NewDay had issued to Mrs D already represented a fair resolution to what had happened and didn't feel that there had been any significant impact on Mrs D such that any form of compensation was merited. Mrs D disagreed, and so the matter was escalated to an ombudsman for a final 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.

Mrs D notes that NewDay had an obligation to inform her of the change to their terms and conditions surrounding payment processing, and she is unhappy that they didn't do so. I can appreciate Mrs D's dissatisfaction in this regard, but this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is a informal dispute resolution service with a remit focussed on fairness of outcome.

This means that I won't be considering whether NewDay did or did not act in accordance with law and regulation, for instance regarding notifications they did or did not send, because I have neither the authority nor the remit to comment on such matters. Instead, I'll be focussing on the impact or what happened on Mrs D, and whether I feel NewDay have acted fairly towards Mrs D regarding that impact.

When Mrs D referred her complaint to this service, she explained that she had been relying on the immediate credit of the payment to her available account balance as she needed to make a large payment. And because NewDay didn't credit the payment amount to her account immediately, Mrs D had to borrow from a friend to be able to make the purchase

she wanted to make.

I asked Mrs D about the nature of the purchase she needed to make on 7 February 2024, the date the payment was made, and Mrs D confirmed that she needed to complete a large food and grocery shop that couldn't be put off. Mrs D also confirmed that she borrowed cash from a friend to buy the food as she wanted.

However, I also reviewed Mrs D's NewDay account statements. Having done so, I note that when Mrs D made the £2,356.51 payment on 7 February 2024, her account balance at that time was £4,672.08. Furthermore, Mrs D had a credit limit on her account of £5,200.00. This means that even in consideration of the fact that the large payment didn't credit her account immediately, Mrs D still had £527.92 of credit available to her at that time. And by any reasonably standard, I feel that this would have been enough for Mrs D to have undertaken a food and grocery shop.

Accordingly, while I appreciate it may have been frustrating for Mrs D to discover that she hadn't been notified by NewDay that they had changed how they processed incoming payments, I can't see that there was any significant impact on her resultant from her delayed understanding of that matter. And this is because, as explained, when the £2,356.51 payment was made but not immediately applied to Mrs D's account, she still had £527.92 of credit available to her.

In consideration of these points, I feel that NewDay's apology to Mrs D for what happened already represents a fair outcome here. And I don't feel that any form of compensation to Mrs D is fairly merited here, because, as explained, there doesn't appear to have been any tangible impact on Mrs D.

This isn't to say that Mrs D didn't borrow money from a friend to buy the food she wanted to buy. But it is to say that if Mrs D did borrow money from a friend, she doesn't appear to have needed to have done that, given that she still had significant credit available to her.

It also must be noted that I haven't considered any other possible funds that might have been available to Mrs D at that time, such as a current account balance or similar, or that Mrs D could reasonably have delayed the 'big' shop she needed to do for a few days and could instead have done a smaller shop to buy essentials for the few days until the payment she made was cleared on her account.

I realise this won't be the outcome that Mrs D was wanting, but it follows that I won't be upholding this complaint or instructing NewDay to take any form of action. To reiterate, it isn't the role of this service to punish or fine a business for anything they may or may not have done, such as sending a notification. Instead, the role of this service is to consider whether the actions or inactions of a business have unfairly impacted a complainant.

In this instance, for the reasons explained above. I don't feel that Mrs D did incur any impact here such that any compensation to her is merited. And in the absence of any significant impact, I feel that the apology that NewDay have issued to Mrs D for what happened already represents a fair outcome to this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 September 2025.

Paul Cooper  
**Ombudsman**