

The complaint

Mr A complains that NewDay Ltd trading as Aqua ('Aqua') sold his credit card account when he was making payments, and haven't communicated fairly with him.

Mr A wants compensation for his distress and inconvenience.

What happened

Mr A was unhappy that Aqua didn't uphold his complaint about how they'd handled his credit card account. He asked the Financial Ombudsman Service to investigate, saying he'd come off a payment plan in January 2022 and had been paying by direct debit. He didn't think it was fair for Aqua to sell his account and said he'd not been informed that there were any issues with his account.

Our investigator concluded Mr A had re-entered a payment plan in April 2022 and Aqua had closed the account in accordance with their terms and conditions, before passing it to a debt collection company ('L').

Mr A was unhappy and said Aqua had lied to him. He wasn't happy with how his complaint had been handled by Aqua. The matter then came to me to decide.

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.

I've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

Having done so I have decided not to uphold Mr A's complaint. I broadly agree with the reasoning of our investigator.

Mr A had engaged a debt charity to arrange a payment plan for his Aqua credit card account. He was paying £5 a month under this plan. On 17 January 2022 Mr A called Aqua and arranged to go back to normal payments. I haven't been able to listen to this call due to the passage of time, but it isn't disputed that Mr A came off the payment plan. I have seen Aqua's written notes of the call in their records which confirm this.

Mr A's statements from February 2022 and March 2022 show he resumed his usual payments and was using the card for purchases.

Mr A's April 2022 statement shows the account was suspended again, and from this date Mr A paid £5 by direct debit. Aqua's account notes show that this was because on 30 March 2022 the debt charity had asked them to set up the payment plan again.

I think Mr A was likely aware from his own banking activity that he was paying £5 a month to Aqua from April 2022 until now. Mr A was also sent Aqua's statements – which are correctly addressed – and these show the payments being made, the arrears and the overall balance. These also show Mr A was no longer being charged interest. I think Mr A would likely have been aware that he could no longer use the card from April 2022.

In May 2022 and October 2022 Mr A was sent default notices and he made overpayments. I think this shows he was likely aware that his regular payment of £5 a month was not sufficient to keep arrears at bay. I think it's fair to say Mr A could have contacted Aqua to check what was happening or make increased payments going forwards, but he didn't.

Due to continued low payments on the account, Aqua decided to close it and pass the debt to L. Aqua wrote to Mr A about their decision in February 2025 to give the appropriate notice. Aqua informed Mr A that his payment plan was unaffected and would be honoured by L. Mr A received this letter, because he spoke to Aqua about it.

Mr A's said Aqua were rude to him, and he found them to be obstructive when he tried to engage with them about what had happened. I have listened to the available calls and I can hear that they were difficult conversations. I accept Aqua suggested a call back could be arranged but this didn't happen, which was disappointing for Mr A. However I think Aqua relayed accurate information to Mr A about what had happened with his account. And when Mr A expressed his unhappiness this was taken seriously, as a complaint was raised and responded to.

I am sorry to hear that this matter has impacted Mr A's mental health. I don't overlook how stressful dealing with these matters can be. However I can only award compensation to Mr A if I find that Aqua have treated him unfairly.

Having considered the available evidence and submissions of both parties, I am not persuaded Aqua have treated Mr A unfairly in these circumstances. I think Aqua acted in line with the terms and conditions Mr A agreed to when taking out the credit card, and Aqua have fairly communicated with Mr A about his account.

This means I'm unable to uphold Mr A's complaint and I won't ask Aqua to take any action here.

My final decision

For the reasons I've given. I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 October 2025.

Clare Burgess-Cade
Ombudsman