

## **The complaint**

Mr B complains that NewDay Ltd trading as Aqua has declined to refund transactions that were made from his account when he fell victim to a scam, and the lack of support it provided to him in relation to his financial circumstances.

## **What happened**

On 3 July 2025, when Mr B was in the process of making genuine card transactions to a third-party money transfer app, he says he received a call from someone claiming to work for Aqua. But the caller was a fraudster, and Mr B says they tricked him into approving transactions via his Aqua app, believing he was taking necessary steps to pass security checks.

Mr B says he had no knowledge that he was approving payments, and he did not authorise transactions totalling £985 knowingly or intentionally.

When Mr B discovered he'd been the victim of a scam; he contacted Aqua to explain what had happened and asked it to refund the £985. But Aqua held Mr B responsible for the transactions. Mr B then raised a complaint, and in response, Aqua said:

- It was sorry Mr B had a difficult experience with Aqua.
- It would not be upholding his complaint, because it had not made any error.
- It's fraud team held Mr B liable for the disputed transactions as there was no evidence of fraudulent activity.

Mr B referred his complaint to our service where it was considered by one of our investigators. She didn't uphold Mr B's complaint, as she was satisfied that he'd authorised the disputed transactions, albeit as part of a scam. She also didn't find Aqua did anything wrong for allowing the disputed transactions to be processed without question. But she provided Mr B details of organisations he may wish to speak with about his financial situation, as he said he was struggling.

Mr B didn't agree with our investigator. He accepted he'd authorised the disputed transactions and said it wasn't his intention to ask Aqua to reimburse the £985. But he said he's seeking a fair resolution in relation to the outstanding account balance considering his account history, his current financial situation and the impact the scam has caused to him. He said he wants Aqua to assist him on compassionate grounds. He also said he's unhappy Aqua didn't provide him with any information of where the £985 was sent to, as he wants to try and trace its destination.

As no agreement could be reached, the complaint has been passed 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.

Having done so, I realise this will be very disappointing news for Mr B, but I've reached the same conclusions as our investigator, for broadly the same reasons.

I appreciate Mr B says he's been the victim of a scam. But being the victim of a scam doesn't mean Aqua is automatically required to provide a refund or do anything outside of the account terms and conditions. And in reaching this decision, I must consider what's fair to both Mr B and Aqua in the overall circumstances of the complaint, whilst taking into consideration the relevant regulations.

Under the relevant law – the Payment Services Regulations 2017 (PSRs) – Mr B is liable for authorised payments and Aqua is liable for unauthorised payments.

Where a payment is authorised, that will often be because the customer has made the payment themselves. But there are other circumstances where a payment can be considered authorised, such as where the customer has given permission for someone else to make a payment on their behalf or they've told their payment service provider they want a payment to go ahead.

Mr B accepts he took steps to authorise transactions he now disputes. He did so because he was contacted by someone claiming to be from Aqua, and he says he genuinely believed the caller was helping him with legitimate transactions.

The technical evidence Aqua has provided to me shows all transactions (both disputed and genuine), were made from the same device. Mr B says he genuinely made two amounts, one for £25 and one for £100, but Mr B then said 'he (the scammer) made payments of £25, £100 & £860 to some other account.' It's not entirely clear if he's referring to the scammer making payments from his Aqua account or his genuine money transfer account. But from the evidence of the device used, and Mr B's own admission that he authorised all transactions from the Aqua card (albeit under false pretences), I find Mr B did authorise all transactions himself, and therefore under the PSR's Aqua is entitled to hold him liable for them.

Because of this, Aqua is entitled to hold Mr B to the terms of the account, including pursuing repayment of the outstanding balance, as well as charging interest and/or charges as advised within the terms. I appreciate Mr B wants Aqua to deviate from these terms because of his account history, his current financial situation and the impact the scam has caused to him. But as I find Mr B authorised the disputed transactions, if Aqua continue to apply the original terms of Mr B's account when it comes to the outstanding balance, then I can't agree that would be unfair here. Although I appreciate Mr B will disagree.

Mr B has also raised concerns that Aqua didn't provide him with any information of where the £985 was sent to, as he wants to try and trace its destination. He's clearly of the belief that Aqua has a duty to investigate and provide this information when fraud is reported. But Aqua's responsibility when it comes to investigating reports of fraud, is to consider whether it's liable to refund its customer. It wouldn't know the details of the beneficiary account in these circumstances unless it contacted the money transfer service, and it's under no obligation to do this for Mr B to try and trace the destination of the £985. So I don't agree with Mr B that Aqua has acted unfairly here.

I was sorry to hear about the impact this situation has had on Mr B. This can't have been an easy time for him at all. But for the reasons I've explained above, I don't require Aqua to do anything differently here. But I would like to remind Aqua of its obligations when it comes to treating situations of financial difficulties positively and sympathetically when arranging a suitable repayment plan with Mr B.

### **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 B to accept or reject my decision before 20 April 2026.

Lorna Wall  
**Ombudsman**