

The complaint

Mr H complains about the way in which NewDay Ltd trading as Aqua has handled his account.

What happened

Mr H holds a credit card account with NewDay.

Mr H contacted NewDay to pay off his credit card balance. He made a payment of £1,090.15 over the phone whilst speaking to a customer service representative. Mr H says that during the call he asked the representative whether there were any other balances outstanding as he had previously held other credit cards with NewDay. He was advised that there were no other balances.

In the weeks that followed, Mr H received text messages and automated phone calls advising him that he needed to make a payment. Mr H assumed that the messages had been sent in error and ignored them.

The text messages and phone calls continued. Mr H raised a complaint with NewDay.

NewDay didn't uphold the complaint. In its final response it said there was a balance of £0.04 on the account due to residual interest. NewDay refunded the interest as a gesture of goodwill.

Mr H didn't pursue his complaint further at this time. However, soon afterwards Mr H received a notification that his credit limit had been reduced on his current credit card, due to an outstanding balance on another credit card. He also discovered that his credit file was reporting missed payments.

Mr H contacted NewDay to query what had happened and was advised that he held a second Aqua credit card which had a balance of around £1,300.

Mr H brought his complaint to this service. He wants the balance reduced to zero and his credit file amended.

Mr H was subsequently advised by NewDay that it hadn't identified the second credit card balance earlier because the account was registered at a different address to the account he'd settled.

Our investigator upheld the complaint. They said that NewDay should've made it clearer to Mr H that he had a second account with payments due. The investigator recommended that NewDay pay compensation of £300 and remove the adverse information it recorded on Mr H's credit file in relation to payments due in October 2025 and November 2025.

Mr H didn't agree. He said the compensation and removal of two months adverse information didn't place him back in the position he would've been in and did nothing to address the damage to his credit file, the loss of credit facilities and the ongoing financial consequences.

Because Mr H didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr H, but I agree with the investigator's opinion and recommendations. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a particular point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr H has provided a detailed response to the investigator's opinion. I'd like to reassure Mr H that I've taken account of what he's said even though I haven't referenced everything he's said in my decision.

I've listened to the call that Mr H had with NewDay. During the call on 3 September 2025, Mr H asked the representative to check the balance on his credit card account. He also asked the representative to check the balance on any other credit cards he had with NewDay. The representative was in the process of checking when the call ended early because Mr H had to attend an emergency.

Mr H has said that despite having to end the call early, he was left with the clear impression that he had no other balances with NewDay.

NewDay has said that – even if the call hadn't ended early – the representative wouldn't have been able to identify that there was a second account due to Mr H having two of the same account opened under different addresses. It has said that it was only when Mr H spoke to a representative on 3 December 2025 and after that representative checked his credit file that it was identified that he had two Aqua accounts.

Based on my review of the call and the information provided, I don't think that NewDay made an error during the call dated 3 September 2025. Whilst there's a possibility that – given more time and more information – the representative might have found the other account during the call, I'm persuaded that on the basis of the information available to the representative at the time, which was Mr H's name and postcode, that the representative didn't make an error.

I've thought about what happened next and whether NewDay could've handled things differently. It's not in dispute that NewDay sent Mr H notifications about missed payments. These notifications related to both the account that Mr H had settled over the phone, and the other Aqua account in respect of which he'd missed a payment which was due on 3 September 2025. So when Mr H called NewDay to query the notifications, I think that NewDay should've made Mr H aware of the balances due on both accounts, and not just the £0.04 balance due on the first account.

When NewDay sent its final response to Mr H on 8 October 2025, it stated that there was a zero balance on the account and that no adverse information had been recorded. This response only referred to the first account. However, I think NewDay should've included the second account in its considerations and response at this time. I say this because Mr H's complaint was about multiple payment reminders. In my view, it was incumbent on NewDay to look at all accounts held by Mr H in respect of which payment reminders had been issued,

before sending the final response. Because NewDay didn't fully investigate Mr H's accounts at this stage, it sent a final response which contained inaccurate and misleading information, because it made no reference to the second account which had a balance and a missed payment, and in respect of which payment reminders had been issued.

If NewDay had investigated properly at the time when Mr H first made his complaint about the payment reminders then I think there was every chance that Mr H would've been made aware of the second account and of the fact that he'd missed payments on the second account.

I've also considered whether Mr H should bear some responsibility for what's happened. I've reviewed the statements of account, and I can see that Mr H had held two active accounts with Aqua for some time and had been making payments to both accounts. So, whilst I appreciate that Mr H may not have known the exact balance on the second account, I think there is enough evidence to suggest that he was aware – or ought reasonably to have been aware – of the existence of the second account.

Taking everything into consideration, I think it's fair to ask NewDay to pay compensation. I say this because NewDay should've investigated properly when Mr H first raised his complaint about the payment reminders. NewDay's failure to tell Mr H that he had a second account with missed payments led Mr H to think that there were no other balances to settle.

Mr H has told this service about the impact that this has had on him. I'm sorry to hear that Mr H has had a difficult couple of years. I also understand his concerns about his credit file and the impact that this might have on his plans to move house.

Mr H has suggested that NewDay should write off the balance on the second card. I don't think it's fair for me to ask NewDay to do this, because – irrespective of NewDay's service failings – the second card was an account which Mr H had used for spending, and he was liable to repay the balance in any event. Mr H has said that he had the opportunity to repay the balance when he repaid the first card. I don't doubt that this may have been Mr H's intention, but I haven't seen any evidence that he was financially able to do so.

Taking everything into consideration, I think the sum of £300 compensation is fair and reasonable.

Putting things right

To put things right, NewDay Ltd must pay Mr H compensation of £300. It must also remove the adverse information it recorded in relation to the payments due in October 2025 and November 2025 and update Mr H's credit file to reflect that he didn't miss payments in those months.

My final decision

My final decision is that I uphold the complaint. NewDay Ltd must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 May 2026.

Emma Davy
Ombudsman