

## **complaint**

Mr L complains about service he provided by NewDay Ltd (trading as Aqua) on his credit card account when he had financial difficulties last year.

## **background**

Aqua rang Mr L last November to discuss arrears on his account and the call handler hung up when he tried to discuss his financial problems. Mr L found this very upsetting. He already felt harassed by the number of calls he was getting from Aqua at the time. He had to block the number on his mobile phone - to stop receiving calls while he was at work. And Mr L thinks he's had to spend too much time sorting all of this out.

Aqua accepts Mr L didn't receive the service he should have. It apologised and paid him £50 compensation for providing incorrect information in October 2017. It also offered to refund some charges and pay another £70 compensation for what happened during the November call. Mr L is unhappy that he was paid the £50 without any consultation. He feels Aqua should pay more compensation, in the light of all he has been through.

Our investigator thinks Mr L should have received better service during two calls in October and November 2017. She considers the compensation Aqua paid and the refund and compensation offered seem fair for that. Looking at the call logs Aqua provided, she's satisfied it contacted Mr L excessively, in these particular circumstances. So, she recommends Aqua should pay Mr L another £100 for the distress and inconvenience this caused.

Aqua doesn't accept it should have to pay Mr L another £100. It says

- phone numbers are rotated - which is a common practice across the industry - to try to get hold of the customer;
- some call backs are driven on the back of a busy tone - there is little time left between these as the customer may be available closer to a time where they were on the phone;
- calls continued because Mr L did not answer or the line was busy and voicemails were left so he would know who has been in touch and call back at a convenient time; and
- the aim is to speak to the customer and support them as much as possible in repaying their debt - not apply undue pressure.

Aqua considers the contact it made about arrears was in line with industry guidance and it asked for an ombudsman to review the matter.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached much the same conclusions as our investigator for broadly the same reasons.

I think it's clear Mr L had been upset about collections calls for some time before the incidents in October and November 2017. He says calls were often just abandoned when he answered and he works shifts so the number and timing of calls was also disruptive.

Aqua provided call logs over 20 days during October and November 2017. It looks as if Aqua rang Mr L nearly 90 times on two separate lines during this period - calling him up to ten times a day. I accept not all of the calls were answered but around half seem to have resulted in voicemail messages.

I've reviewed Aqua's customer contact notes. I'm satisfied Mr L complained about the volume of collections calls he was receiving in April and towards the end of July 2017. In August he told Aqua he was starting a new job, explained he had health issues and asked to be referred to a specialist vulnerability team. Aqua appears to have agreed to stop calling Mr L's landline for a month around this time. Aqua says it did this to give Mr L some "breathing space".

CONC 7.9.4<sup>1</sup> says a lender must pay due regard to the reasonable requests of customers (for example customers who work a shift pattern) in respect of when, where and how they may be contacted. On balance, I'm not satisfied Aqua did so here - taking into account Mr L's circumstances, the number and frequency of calls and the fact that calls continued after he asked for them to stop.

Overall, I think the outcome recommended by our investigator seems fair and reasonable. So, I find Aqua should pay compensation and refund charges in line with the offers it made to Mr L, if it hasn't done so already. And Aqua should also pay Mr L an additional £100 to compensate him for the additional upset and trouble he experienced due to collections calls.

### **my final decision**

For the reasons I've explained, my decision is I uphold this complaint. In full and final settlement I require NewDay Ltd (trading as Aqua) to

1. pay the compensation and refund the charges offered Mr L, if it hasn't done so already; and
2. pay Mr L another £100 compensation for the additional trouble and upset he experienced because of collections calls.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 April 2018.

Claire Jackson  
**ombudsman**

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<sup>1</sup> Financial Conduct Authority Handbook