

## **complaint**

Miss G complains that NewDay Ltd mismanaged her Aqua credit card account after a payment break.

## **background**

Miss G has an Aqua credit card, issued by NewDay. Due to a temporary change in her circumstances, she agreed a payment break for two months, ending at the end of November 2018. During that time, she would not have to make monthly payments to the card account, and interest and charges would be suspended.

When the payment break came to an end, NewDay added just over £450 to Miss G's account. That represented the interest that would have accrued, but for the payment break. The effect of adding that sum to the account was that Miss G had exceeded her credit limit and the minimum payments due (which include any unpaid interest and interest accrued in the previous month) increased significantly.

NewDay acknowledged that this was an error and said that it would be corrected and any necessary adjustments made to the account. That didn't happen, however, until February 2019. In the meantime, Miss G had referred a complaint to this service.

One of our investigators considered what had happened. He satisfied himself that NewDay had by then made the necessary adjustments to Miss G's account (including adjusting the minimum payments due, so they showed what would have been payable had the extra £450 not been added); and NewDay had also credited a further £100 to the account in recognition of the errors it had made.

Our investigator considered that NewDay had done enough to resolve matters and that it didn't need to do any more. Miss G didn't accept that, however, and asked that an ombudsman review the case – as the final stage in our consideration of it. She said that NewDay had advised her that she didn't need to make any payments while this service was considering the complaint, and that this had caused further problems – because it later said she did. After all, have to make payments.

## **my findings**

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, however, I've reached broadly the same conclusions as the adjudicator did, and for similar reasons.

There is no dispute that NewDay made a mistake when it added accrued interest at the end of Miss G's payment break. And it should then have corrected its error more promptly than it did. I agree with the investigator, however, that it has now done that and made necessary adjustments to the account.

Miss G has suggested that NewDay told her she wouldn't need to make any payments until her complaint had been resolved. That isn't however reflected in NewDay's records. Had such an agreement been made, I would expect it to have been confirmed in writing. Further, there was never any dispute that Miss G owed money to NewDay, and she'd expected to resume payments once the payment break came to an end. This was not a case where, for example, there was a dispute over the main part of the debt.

I understand of course that not making payments will have placed Miss G in a worse position. I don't believe however that this is the fault of NewDay. It has adjusted the account so that it reflects the position as it would have been if it hadn't made an error in the first place. That, together with the payment of £100 is sufficient in my view.

**my final decision**

My final decision is that I don't require NewDay Ltd to do anything further to resolve Miss G's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 31 August 2019.

Michael Ingram  
**ombudsman**