

## **complaint**

Mr B has complained NewDay Limited, trading as Aqua, is asking him to pay a debt on a credit card he didn't take out.

## **background**

Mr B found out an Aqua credit card had been taken out in his name. He'd not applied for or used this card so tried to complain to Aqua. He had difficulties doing this as he didn't have the security details for the account. Aqua also wanted him to provide a crime reference number to assist with the fraud claim. He brought his complaint to the ombudsman service.

By the stage Mr B came to us he was being pursued for money by the company Aqua had sold the debt to. Aqua believed Mr B had received the card and PIN when the credit card was opened. As he'd not provided them with a crime reference number, they were continuing to hold him liable for the debt.

In fact as our investigator discovered Mr B had given Aqua a crime reference number in August 2017. The address they held for the Mr B's account wasn't where Mr B lived either. Mr B was extremely concerned about the impact on his credit record as it wasn't only this card that had been taken out fraudulently in his name.

Our investigator shared evidence with Aqua that Mr B had been the victim of ID fraud and other credit had been taken out in his name. Aqua offered to uphold the complaint, write off the debt and remove the data for this card from Mr B's record. Our investigator felt this was a fair offer.

Mr B wasn't satisfied with this offer as he felt Aqua hadn't treated him fairly. He was particularly concerned that Aqua hadn't met their obligations under data protection regulation and he blamed them for the state of his credit record.

Mr B's complaint has been referred to an ombudsman.

## **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, I've reached a slightly different conclusion to our investigator. I'll explain why.

Firstly I should confirm there is no doubt the Aqua credit card account was applied for fraudulently. The person who made this application used an address which Mr B had had a past relationship with. This wasn't the only credit that was attempted to be taken out in Mr B's name.

But I saw from Mr B's credit record that he had an existing relationship with NewDay under one of their other brands. This account was registered to the address Mr B lived at when the false application was made. So I'm surprised Aqua didn't pick up this issue earlier and deal with Mr B's case more effectively.

Because of this issue I asked Aqua to pay Mr B an additional £250 in compensation for the distress this has caused. Aqua agreed to pay this.

Mr B didn't agree this was enough as he remained concerned about the impact on his credit record and how his data was used. I've reviewed Mr B's credit record. I can see there were at least two other defaults for other credit products registered against him. So I can't agree that the fraud that happened here ruined his credit record. Nor have I seen any evidence Aqua used his data incorrectly.

I absolutely agree Mr B has been a victim of fraud and that's really awful. I'm sure it'll have had an effect on him. However I don't think that's the fault of Aqua alone. I won't be asking them to pay any more than the £250 they've agreed to pay Mr B.

### **my final decision**

For the reasons I've given, my final decision is to instruct NewDay Limited, trading as Aqua, to:

- Take the Aqua credit card out of Mr B's name;
- Stop pursuing Mr B for this debt;
- Remove data related to this account from Mr B's credit record; and
- Pay Mr B £250 for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 January 2020.

Sandra Quinn  
**ombudsman**