

complaint

Mr C complains about various aspects of how NewDay Ltd (trading as Aqua) has managed his credit card account.

background

Mr C said that he contacted Aqua in March 2017 about a flight that he'd used his card to pay for. He said that a flight had been booked that he didn't use. He told us that he'd booked another one elsewhere after Aqua gave him some wrong information.

He said he rang Aqua again later in March and was told their payment system doesn't work, which is why he had to call and unlock his card.

Mr C said that these calls were made from abroad, and cost a lot. He wanted his call costs back.

He said he'd rung at the end of April to find out if a payment he made had gone through. He said it cost a total of £80 in calls to be told that the payment had gone through, when it hadn't. He said that the fact the payment didn't go through caused him serious inconvenience and cost him a further £100.

Mr C said he started to try and register a complaint in early May, but wasn't able to get Aqua to accept his complaint, or to send him any correspondence, or to change his mailing address.

What Aqua said in this case seemed a bit different. Aqua said that when Mr C contacted it about a payment to an airline in March, he told it that he had tried three times to book a flight through a website, and his payment didn't go through. The fourth time he succeeded but he had booked the wrong flight. Mr C told Aqua that he'd already called the airline, but it had only offered a partial refund. He wanted Aqua to stop the payment. Mr C said that he wouldn't make any more payments onto his card and would seek court action against Aqua if it didn't refund the money he'd paid for his flight or raise a dispute.

Aqua said that it told Mr C at the time that the payment was pending, and it wouldn't be able to raise a dispute until it knew whether the airline was going to take the payment or not. So Mr C would have to call back the next day. And if he wanted to raise a dispute he would have to sign a declaration form. That form couldn't be emailed to him. Mr C rang off and didn't call back about that issue. It's too late now for Aqua to try to make a chargeback for this transaction.

Mr C rang again in March, and said that he had tried to change his address but had been told the change was unsuccessful. The address had been changed. Aqua said that Mr C's account had been blocked because he had input the wrong security answers. It unblocked his card for him. Mr C said that he wanted £56 to cover his call costs and wanted Aqua to respond to the issues in his first call. But Aqua said it never agreed to raise a complaint and Mr C didn't tell it what he wanted to complain about.

Aqua said that Mr C called again in May, and said that he wanted a subject access request, a final response, and money for his call costs. But Aqua said it didn't know what he was talking about because it didn't have a complaint registered for him.

Aqua said that an airline took a payment in early March 2017. The last payment Mr C made to his card account was at the end of March. His balance exceeded his credit limit at the end of March, and the account has been in collections for some time now. Aqua said it had refunded one £12 charge as a gesture of goodwill. It had also sent Mr C monthly collections letters. Those letters listed its charges, and the risk of his account being passed to a third party.

Aqua registered a complaint for Mr C during a call later in May. It sent Mr C a final response to his complaint on 25 July. But it received returned mail on 7 June, and on 21 June Mr C told it he wasn't living in the UK and couldn't change his address. Aqua says it doesn't know where Mr C lives now.

Aqua says that Mr C has always wanted its agents to email him, but they just can't do that.

Our investigator didn't uphold this complaint. He said that this service can't consider a complaint that is just about making a complaint, so he couldn't look at what Mr C had said about that. He said that he didn't think it was Aqua's fault that the airline transaction on Mr C's account wasn't blocked, and that a dispute wasn't raised about that. And he said that it wasn't Aqua's fault that Mr C had been locked out of his account. That happened because Mr C gave Aqua some incorrect information.

Our investigator said that it only cost Mr C so much to contact Aqua because he was overseas, and that isn't Aqua's fault, so it doesn't have to pay for his calls. And although Mr C wanted Aqua to email him, it had explained it couldn't do that. Our investigator said it doesn't have to. One further complaint was mentioned by Mr C, but no details were given, and our investigator said that it's not Aqua's fault that no complaint was raised about that.

Mr C said he wanted this complaint considered by an ombudsman, so the case was passed to me for a final decision.

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 the same conclusion as our investigator, and for broadly the same reasons.

Much of this complaint seems to have arisen because Mr C wanted Aqua to email him about various issues he had raised. Aqua has explained that not all of its staff have access to email. So its complaint staff won't respond to him by email. And Aqua hasn't got secure email. So it doesn't send out emails which contain personal details.

I know that Mr C was overseas when he contacted Aqua, that he said he would be away from home for several months, and that he said he couldn't get his post. But I don't think that means that Aqua has to communicate with Mr C by email. If Mr C isn't living at the address that his credit card company holds for him, then it's his responsibility to make sure that post which is sent to that address reaches him.

When Mr C rang to ask Aqua to make a chargeback request for a flight booking, Aqua explained that it couldn't register a chargeback request for him without him signing a form. He was adamant that Aqua must email this form to him, but Aqua said it couldn't do that. Because the payment hadn't actually been taken when Mr C was speaking to Aqua, I don't

think that Aqua did anything wrong when it didn't register a chargeback on that payment for Mr C following that call. And Mr C didn't contact Aqua about this again.

Aqua said that he called in March about his account. He asks why his account was blocked, and said he had given the information correctly. He wants Aqua to pay for his call. But I can hear on that call that Mr C made a mistake about his postcode, and said that he gets that confused. So I think it is at least possible that Mr C made a mistake about his address himself. And I don't think that it's Aqua's responsibility to cover call charges for calls Mr C makes from abroad. It's not Aqua's fault if these calls are expensive.

Aqua doesn't seem to have any record of Mr C contacting it about a problem with a payment going through at the end of April. Mr C said he was told a payment had cleared, when it hadn't. But at the time that Mr C said he tried to make this payment, he had already exceeded his credit limit. I think if he had contacted Aqua, it would've told him that. Because of that, I think it is more likely than not that Mr C didn't contact Aqua. I think it's more likely that he contacted the business he was paying, and it made this mistake, not Aqua. So I don't think Aqua has to do anything about that.

I've also listened to two calls that Mr C had with Aqua in May. On the first call he lists previous calls he has made, and says he has told people throughout that he wanted a response by email. The call handler explained to him then that he and his colleagues didn't have email. And that he didn't have any live complaint for Mr C. Mr C said he wanted someone to listen to his calls, he wanted to make a subject access request and he wanted a final response, but the call handler explained that he didn't know what Mr C was complaining about. Mr C responded to that by saying he was ending the call. I don't think that the call handler could've known, as a result of that call, what Mr C was complaining about. So I don't think that Aqua should have registered a complaint at this point.

The second call is one that Aqua's collections department made to Mr C. Mr C lists the calls that he has made again, and says he has told all the callers from collections that he's waiting to hear about his complaints. But no one has contacted him about that. I think the difficulty is that Mr C didn't register complaints in the first place. Instead, he has told Aqua to respond to him by email, which it says it can't do, and I've explained I don't think it has to do. And Mr C has ended calls when he has become frustrated. This meant that complaints have not been registered for him. I don't think that is Aqua's fault.

Mr C stopped making payments onto this card after March 2017. He told Aqua that he was waiting for Aqua to deal with his complaints. Aqua's collections team have made a number of attempts to contact Mr C, and he accepts that he has spoken to them more than once. So I think that Mr C understood that Aqua wanted him to continue to make at least the minimum payment onto his account, and that it hadn't agreed at any point to pause any enforcement action on his account. Because Mr C knew that Aqua was taking these steps, I don't think that Aqua needs to stop the collections action that it is taking on this account now.

I know Mr C will be disappointed, but I don't think this complaint should be upheld.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 March 2018.

Esther Absalom-Gough
ombudsman