

complaint

Mr P has complained NewDay Ltd, trading as Aqua, wouldn't give him a cash advance on his credit card paid into his bank account.

background

Mr P wanted to pay for a car privately with cash. He asked Aqua to transfer £2,000 into his bank account as a cash advance on his credit card. Aqua said they didn't offer this service although Mr P could use his credit card to take his maximum allowance out of cash machines. Mr P decided to get the money using a different credit card. He was concerned he'd paid more interest this way and wanted Aqua to pay him compensation. He brought his complaint to the ombudsman service.

Our adjudicator reviewed the complaint, including a copy of Mr P's terms and conditions for the use of his Aqua card. There was nothing explicit within these terms which showed they offered the service Mr P wanted. She told him she didn't think Aqua had done anything wrong.

Mr P asked an ombudsman to review his complaint.

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 come to the same conclusion as our adjudicator and for mainly the same reasons.

It's worth saying all credit card providers offer different services to customers with their credit cards. Some don't offer cash advances at all. It's also not unusual for some providers to only offer certain types of cash advances. It's not for this service to tell businesses to do otherwise.

However we do consider whether a customer could reasonably expect a service to be available. But overall I don't think this is the case here.

In Aqua's case, you can withdraw cash at a cash machine using a PIN or withdraw cash at a bank branch. But they don't offer customers the ability to transfer cash to their bank account. There is no mention of this in their terms and conditions whilst other ways to get cash are explicitly mentioned.

I've considered Mr P's point he'd expect the terms and conditions to be explicit if a transaction type is not allowed. This is not generally the case with terms and conditions. In fact it's normally the other way round. If a transaction is offered, there'd be something in the terms and conditions to cover how they work, or could be stopped. That's certainly the case with the other ways a customer could get cash on their Aqua card.

I can see why Mr P was disappointed when he realised Aqua wouldn't allow him to get the cash the way he wanted. And I don't doubt this may have ended up costing him slightly more than he'd anticipated. But overall I don't think Aqua has done anything wrong. Because of that it wouldn't be fair to ask them to pay him any compensation.

my final decision

For the reasons I've given, my decision is not to uphold Mr P's complaint against NewDay Ltd, trading as Aqua.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 September 2017.

Sandra Quinn
ombudsman