

complaint

Mr C complains that NewDay Ltd (trading as Aqua) shouldn't have charged him late payment fees and interest on his credit card. Also he hasn't had a gift voucher he thinks he should've had. He'd like the gift voucher, and the fees and interest refunded.

our initial conclusions

Our adjudicator didn't uphold the complaint. He found Mr C wasn't eligible for the gift voucher. And Aqua had correctly applied charges and interest as Mr C hadn't made the monthly payments on time. Mr C doesn't agree. He's sent in bank statements to show when he made the payments.

my final decision

To decide what is fair and reasonable in this complaint, I've considered everything that Mr C and Aqua have provided.

Mr C thought being accepted for the credit card was enough to get the gift voucher. I've seen the promotional literature for the offer. But this information is general with no terms and conditions. I've seen the terms and conditions for the account which Mr C would've seen when he applied. These show three conditions to get the gift card. One was to use the card for the first two months. Unfortunately I've seen Mr C's statements and he only used the card for one of the first two months. As Mr C didn't meet the conditions for the gift voucher I don't find Aqua at fault here.

Mr C has sent in bank statements to show he made debit card payments against his credit card bill on or before the date the minimum payment was due. Unfortunately these payments take a number of working days to go through. This is made clear on the information about different ways to pay which is on the back of the statements. This is why his payments weren't received in time. The statements also show the date the minimum payment needs to be made. And they explain there will be late payment charges if minimum payments are not made. I sympathise with Mr C's situation as I do believe he thought he'd made the payments on time. But I find nothing to say Aqua has not applied its charges correctly. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 10 September 2015.

Bridget Makins

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.