

complaint

Mr M complains that NewDay Ltd (trading as Aqua) didn't send him a new credit card when his old one expired. As a result of the problems, Mr M closed his account.

background

Mr M had an Aqua credit card that expired in early 2018.

Due to technical problems at Aqua, a new card wasn't automatically sent to Mr M. Aqua says it manually requested a new card in March 2018 when Mr M contacted it but wasn't able to send one because of the technical problems it was experiencing.

Mr M says he was given misleading information by Aqua, including being told his card would be sent. But as no card was sent to Mr M after his previous card expired he complained to Aqua and subsequently arranged to close his account.

Aqua's responded to Mr M's complaint and acknowledged its technical problems meant a replacement card wasn't sent. Aqua also paid Mr M £25 for the inconvenience this caused him.

Mr M referred his complaint to this service as he remained unhappy with the service he'd received. An adjudicator looked at what'd happened and said they thought Aqua should increase its offer to a total of £125 to reflect the trouble and upset caused. But Aqua didn't agree so the complaint's been passed to me to make a 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 carefully looked at the time line of events here and I agree with the adjudicator's view that the service Mr M received over a significant period of time wasn't good enough. Aqua says the £25 it's offered is fair but I don't agree. I think the impact on Mr M by not having a working credit card for an extended period means a higher award is fair in this case. I'll explain why.

Everyone agrees Aqua should've sent out a new card when Mr M's old card expired so he could continue to use his account. And there's no debate that the delay has been caused by technical problems at Aqua. So I think it's been established Aqua is responsible for Mr M being unable to use his account.

Mr M says he requested a new card several times and was given misleading information about what was happening. And it was clearly important to Mr M that he had a working credit card as he's tried to get one from Aqua over the course of several months.

In addition, the problem continued for a long time. Had the issue been resolved within a few days or weeks I'd agree the impact would've been less. But in Mr M's case, he actually closed the account several months after the problem was first made known to Aqua. I'm satisfied that the length of time that went by without it fixing the problem did unfairly impact Mr M as it meant he wasn't able to use the account.

Ultimately, Aqua's technical issues have caused Mr M to close his account down and, taking everything together, I don't agree £25 fairly reflects the problems he's experienced.

I've taken Aqua's comments on board but I think the adjudicator's recommended a fair award in this case. For the reasons given above, I'm satisfied that a total figure of £125 is fair when looking at the impact of Aqua's technical problems on Mr M.

my final decision

My decision is that I uphold this complaint and direct NewDay Ltd (trading as Aqua) to pay Mr M £125 (less the £25 it's already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 December 2018.

Marco Manente
Ombudsman