

## **complaint**

Miss P has complained that NewDay Ltd (trading as Aqua) broke an agreement it made with her regarding a payment plan and passed her credit card account to debt collectors.

## **background**

Miss P took out a credit card with Aqua in 2015. She got into financial difficulty in 2017 and couldn't make the payments due on the credit card. She then had discussions with Aqua about a payment plan.

In September 2017 Aqua sent Miss P a default notice requiring payment of the arrears on the credit card. She didn't pay the arrears and in November 2017 Aqua closed the credit card account and appointed debt collectors to try to recover the balance due on the account from Miss P.

Miss P complained to Aqua about the action it had taken. It didn't uphold her complaint and she referred it to this service.

## **our initial conclusions**

Our investigator didn't recommend the complaint should be upheld. He thought Aqua had treated Miss P fairly overall.

Miss P didn't accept our investigator's recommendation. She maintains Aqua broke a promise to support her with a payment plan.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When Miss P took out the credit card she would have been aware of the payments she'd need to make. I think she would also have realised that Aqua would take action if she didn't make the agreed payments. However, Aqua has a responsibility to treat customers such as Miss P who are in financial difficulty positively and sympathetically.

I can see that Miss P discussed the possibility of a payment plan with Aqua but it said it needed her to complete income and expenditure forms so that it could consider how much she could afford to pay. Miss P didn't want to complete the forms. That was her decision but I think she should have been aware that, if she didn't complete the forms Aqua wouldn't agree to a payment plan.

Miss P made an offer of partial settlement to Aqua but it didn't accept it. Aqua is entitled to make its own decisions on whether to accept a partial settlement. I wouldn't normally interfere with this type of decision unless I felt the business hadn't treated the consumer fairly and reasonably. I haven't seen any evidence that would enable me to reasonably conclude Aqua didn't treat Miss P fairly and reasonably when it didn't accept her offer.

Because an agreement hadn't been reached regarding a payment plan or a partial settlement, Aqua was reasonably entitled to send Miss P a default notice and then to pass her account to debt collectors when she didn't comply with the default notice.

Aqua gave Miss P some conflicting information during November 2017 after it had passed Miss P's account to debt collectors. At the same time it sent Miss P another income and expenditure form which she completed and returned in December 2017. It's unfortunate Miss P was given conflicting information, but I think she should still have been aware of what was happening. Aqua wrote to her in November 2017 to tell her the account had been passed to the debt collectors and she then received letters from the debt collectors themselves.

In all the circumstances I'm satisfied Aqua has treated Miss P fairly and reasonably.

**my final decision**

For the reasons I've given my final decision is I don't uphold this complaint. I make no award against NewDay Ltd (trading as Aqua).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 12 July 2018.

Charles Bacon  
**ombudsman**