

### **complaint**

Ms J complains that Newday Ltd (trading as Aqua) failed to close her account when requested. The business then added charges and sold the debt to a third party who petitioned for bankruptcy.

### **our initial conclusions**

The adjudicator recommended the complaint should be upheld. Ms J had borrowed money from family and friends and repaid £2,000. The debt when she had asked to close the account had been around £2,200. With the added charges, the debt is now over £3,000. The adjudicator said Ms J had gone to great lengths to repay the money and the remaining debt should be written off.

The business did not agree. It says it has no record of Ms J asking to close the account and had not been able to proceed with a payment arrangement as Ms J did not send back the necessary forms. It says it requested the return of the account from the third party in August 2014 and will review the adjudicator's recommendation and respond when it has the file back, this can take six months.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Ms J and the business have provided. On balance, having read the correspondence that has been provided, I am satisfied that Ms J did ask the business to close the account and responded appropriately to all requests. Newday had a duty to lend responsibly to Ms J, I agree it made a mistake when it did not close the account. The business said the request to return the account was made over six months ago, Ms J cannot be expected to wait any longer for a response.

The majority of the remaining debt is charges accrued after the business made its mistake. I therefore agree that as Ms J has repaid the majority of the original debt, it is fair and reasonable for the remainder to be written off.

**My decision is that I uphold this complaint. I order Newday Ltd (trading as Aqua) to write off the remaining debt.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Ms J either to accept or reject my decision before 18 March 2015.**

*Charlotte Holland*

*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.