

The complaint

Mr N complains that NewDay Ltd, trading as Aqua, acted unfairly when it withdrew a credit limit increase offer.

What happened

NewDay offered to increase the limit on Mr N's credit card. It wrote to him with details of the offer, and it specified a new limit and an effective date from when the change would occur. Mr N, acting on the belief that he would have more credit to utilise, organised a family gathering which he was to finance.

Unfortunately, NewDay didn't follow through with its offer to increase Mr N's credit limit. Mr N says he discovered this the day after his new limit was supposed to be in place; the family gathering he'd organised had to be cancelled, which he says caused significant distress and inconvenience.

Mr N complained to NewDay and said he'd received no communication about the credit limit increase offer being withdrawn. He didn't think that was fair. NewDay didn't uphold Mr N's complaint, it pointed to the letter it had sent him – in which the credit limit increase was offered – and set out how there was a clear warning that the offer could be removed.

Mr N referred his complaint to our Service. An Investigator here looked at what had happened; having done so, they didn't think Mr N's complaint should be upheld. In short, the Investigator said that NewDay had highlighted the potential for Mr N's limit increase to be withdrawn. NewDay had, essentially, warned Mr N not to rely upon the increase as being guaranteed – and it hadn't made an error in retracting its offer, given that was something within its power to do. The Investigator did let Mr N know NewDay had offered £50 for any distress and inconvenience caused, but they didn't recommend any further action.

Mr N disagreed, and he asked for an Ombudsman's decision. He said his complaint centred not on NewDay's ability to remove the offer of a credit limit increase, but on how the firm had – in his view – acted unfairly and unreasonably in retracting the offer without notice and without clear communication.

As no agreement has been reached, Mr N's complaint has been passed to me to decide.

What I've decided – and why

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

At the outset, I'll be clear that I have read and considered all that Mr N – and NewDay – have said and provided, but I haven't commented on each and every point. Instead, I've focussed on what I deem to be the crux of the matter and I've been concise here. Fundamentally, our role is to be an informal service; I don't intend any discourtesy in my

approach, it's simply to align with that purpose.

This matter clearly impacted Mr N, and I was truly sorry to read of how he had to cancel a planned family trip; that said, I'm afraid I don't agree with his view that NewDay has done something wrong here. NewDay had already issued what was – in my view – clear communication to Mr N that the credit limit increase wasn't guaranteed. Its letter sets out:

*“...The new credit limit **should** [my emphasis] be available to you by 17th November 2025. **But before you rely on it to make a purchase, it's always a good idea to check your latest statement or go online to confirm the limit has changed.** [my emphasis]*

Naturally if we become aware of any changes to your financial circumstances, such as exceeding your credit limit or missing a payment, we won't be able to increase your limit.”

Of course, in an ideal scenario for Mr N, he wanted NewDay to let him know separately and specifically that his credit limit wasn't now going to be increased. But I don't consider it the case that NewDay was *obligated* to do so; I think its letter was clear enough to realise the increase, while offered, wasn't absolutely guaranteed.

Mr N's view is that NewDay's offer letter created, to borrow his words, “reasonable reliance” and a written assurance that his credit limit would be increased. But I don't see things the same way, and I don't consider NewDay to have breached the legislation or rules Mr N has referenced. Instead, as I've said above, I think NewDay was clear enough in its communication for Mr N to be aware that the credit limit increase wasn't definite.

It's certainly unfortunate that this matter impacted Mr N and his plans for his family, but that doesn't equate to NewDay doing something intrinsically wrong. In any event, NewDay has made an offer of £50 for any inconvenience caused. As I understand it, NewDay's offer is still available – so, I'll leave it to Mr N to decide whether he wants to accept it. He can contact NewDay about it if he does.

In closing then, I don't think NewDay did something wrong here. Its communication was clear that the credit limit increase wasn't guaranteed, and that Mr N shouldn't rely upon it until it was in place – which, here, it never was. So, I don't require NewDay to take any further action.

My final decision

My decision is that I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 3 April 2026.

Simon Louth
Ombudsman