

The complaint

Mrs H is unhappy that NewDay Ltd trading as 'Aqua' generated her statement early causing interest to be applied that took her over the credit limit on her credit card account.

What happened

Mrs H says her usual statement date is on the ninth of every month. However, while her November 2025 statement was dated 9 November 2025, it was actually generated and sent on 7 November 2025. As a result, the interest applied took her above the credit limit on her account. Aqua charged a £12 overlimit fee for this.

Mrs H made a payment on 8 November 2025 to bring the balance back below the credit limit, but this wouldn't reflect for one working day. Mrs H also raised a complaint. Aqua issued its final response on 1 December 2025. In this it said the statement was generated early because 9 November 2025 was a Sunday and statements can't be produced at weekends. Aqua agreed to refund the £12 fee and confirmed the matter had not impacted Mrs H's credit profile.

Unhappy with, this Mrs H referred her complaint to the Financial Ombudsman Service. Mrs H was worried Aqua had marked her as being over her limit on her credit file when she was in the process of a mortgage application. The complaint was passed to one of our investigators to consider who said Aqua didn't need to do anything more. They said it was fair for Aqua to generate the statement early when it was due to be generated on a weekend. As this would allow more notice before the payment due date. They said the overlimit fee was correct, as even though Mrs H paid on 8 November 2025 (before the usual statement generation date), this was a Saturday and so wasn't posted to the account until 10 November 2025. But in any event Aqua had refunded this at its discretion. Lastly the investigator added that no arrears or inaccurate information had been recorded to Mrs H's credit file. Therefore, the account was still showing as being in good standing.

Mrs H didn't agree and said the reporting of being over the limit at the statement date had materially impacted her credit file. She said this wasn't fair as it was only reported due to the statement being produced early and the interest that generated being applied. This wasn't down to her spending or inaction. The investigator said that given so many things go into a credit file report, they can't be sure that was the only impact that may've resulted in a drop of the 'credit score'. Mrs H said nothing else had occurred that would explain the downgrade to her 'credit score'. She also repeated that at no point until the statement was generated was she over her limit and that only arose due to it being produced early.

As Mrs H didn't agree, the 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.

I would also like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

While the statement is dated 9 November 2025 (that's also the date interest is shown as being debited), it isn't disputed here Aqua produced it on 7 November 2025. I agree with the investigator that doesn't seem unreasonable. The alternative was for Aqua to produce the statement on 10 November 2025, which would've resulted in less notice of what was due etc. before the payment due date. It's not unusual for statement dates to vary slightly due to things like dates falling on a weekend or a bank holiday. I've seen nothing here to suggest Aqua acted unfairly in producing the statement when it did for November 2025.

This resulted in interest being applied and the balance going over the agreed limit. This is what Mrs H feels is unfair.

It isn't clear what date Aqua uses here to record the account information for each month on Mrs H's account. Businesses often use different dates, but it can be around the date a statement is produced. So, it is possible that for the month of November 2025, it was around the same date the statement was produced that Aqua sent the standard account information for Mrs H's account to credit reference agencies. If this was the case, then it could've shown the balance being higher than the credit limit for November 2025.

But ultimately that was an accurate reflection of the situation at the time the statement was generated. I know Mrs H says that's only because of the early statement production, but I've explained why I don't believe that to be an error on Aqua's part. The statement before in October 2025 also gave an estimated interest amount. So Mrs H was on notice what would likely be applied the following month and what kind of space was needed with her credit limit to ensure interest didn't take the balance over it.

I think it worth noting that had the statement been produced on the date Mrs H expected, the situation would've remained the same, as the payment Mrs H made on 8 November 2025 was never going to be credited until the following working day which was 10 November 2025. So, I feel that an over limit situation would've still occurred in that case as well.

I want to say that Aqua has explained that no adverse or over limit information has been reported to Mrs H's credit file and the account remained in "*good standing*". Mrs H says her 'credit score' has however dropped. Like the investigator has said, there are many things that influence a 'credit score'.

So, while I appreciate Mrs H says its solely down to this issue, I've not been persuaded here that is the case. I say this because a 'credit score' is just the credit reference agency interpretation of the data it is given. Its algorithms may for example place more weight on one piece of data at a given time compared to another. And there are multiple pieces of data that are analysed, including credit utilisation which is complex to calculate.

So, as I've said I can't safely say any 'credit score' drop is solely down to any potential information that Aqua recorded. But in any event, I believe that if Aqua did report the balance when it was over the credit limit, that was a true and accurate reflection of what happened on that account at the time.

I do appreciate this will come as a disappointment to Mrs H but taking everything into consideration I don't believe Aqua needs to do anything more in the case.

My final decision

I don't uphold Mrs H's complaint against NewDay Ltd trading as Aqua.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 7 April 2026.

Paul Blower
Ombudsman