

The complaint

Mr A complains that MBNA Limited ("MBNA") closed his credit card account without providing him with sufficient notice. He's also unhappy that he hasn't received a response to his Subject Access Request.

What happened

Mr A held a credit card account with MBNA. In May 2023 Mr A received a letter advising him that his account was being closed with 65 days notice.

Mr A appealed the decision and made a Subject Access Request using an online DSAR form but his appeal was unsuccessful and he didn't receive a response to his DSAR.

Mr A's account was closed on 27 July 2023.

Mr A complained to MBNA. He said the closure of his account had caused him inconvenience and had removed a credit limit of £30,000 which had left him vulnerable should an emergency situation arise. He asked for his account to be reinstated.

MBNA didn't uphold the complaint. It said that when Mr A had opened the account it had provided him with an account agreement which stated that the account could be closed at any time without the need for an explanation. It said it had given Mr A notice of the closure so that he could make alternative arrangements. MBNA said that when an appeal is made in relation to a closure, it wasn't able to extend the original notice period unless the closure was due to take place whilst the appeal was ongoing. MBNA said the appeal decision was provided to Mr A before the closure was due to take place. MBNA said it hadn't received a DSAR from Mr A and advised him to complete this. It said a DSAR would not provide the reasoning behind the closure.

Mr A remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that the terms and conditions allowed MBNA to close the account and the bank had confirmed that no DSAR was received which is why no DSAR was sent.

Mr A disagreed so I've been asked to review the complaint.

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've reviewed the terms and conditions of the account. Section B.9 states that the bank can close the account at any time. There's no obligation on the bank to provide a reason for closing the account. Mr A agreed to these terms and conditions when he opened the account.

I've reviewed the notice of closure letter which was sent to Mr A. This gave 65 days notice of

the closure of the account. I appreciate that Mr A wasn't expecting his account to be closed. However, I think the notice period given was reasonable, and gave sufficient time for Mr A to make alternative banking arrangements.

I appreciate that Mr A made an appeal against the decision to close his account and asked MBNA to extend the notice period. MBNA is only obliged to extend the notice period if the account closure was due to take place whilst the appeal was still outstanding. In this case, I can see that Mr A's appeal was determined before the account closure was due to take place.

I understand that Mr A feels very strongly about the closure of his account and feels that the bank has treated him unfairly. This service isn't able to interfere with the bank's decision to close the account, because the bank has acted in line with the terms and conditions and has given reasonable notice of the closure. I haven't seen anything to suggest that the bank has applied its processes unfairly to Mr A.

Mr A has also said that he's never received a response to his DSAR. MBNA has stated that it hasn't received a DSAR, which is why no response has been issued. The bank provided details of how Mr A can make a DSAR in its final response. It's up to Mr A whether he makes a DSAR. However, the bank has explained that a DSAR won't provide Mr A with details of why the decision was taken to close the account.

Taking all of the available information into account, I'm unable to uphold the complaint. MBNA was entitled to close the account under the terms and conditions, and it gave Mr A a reasonable time to find a new banking provider.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 April 2024.

Emma Davy
Ombudsman