

The complaint

Mr J says MBNA Limited unfairly refused to allow him to access a promotional interest rate in transferring the balance on one MBNA credit card account to another MBNA account.

What happened

Mr J held an account with MBNA. On looking at promotional balance transfer offers available in the market, Mr J found another MBNA account via a third-party comparison website.

When Mr J transferred accounts in September 2023, which involved closing the previous one, he found he wasn't able to benefit from the 0% promotional balance transfer rate he thought he'd qualify for. When he queried this with MBNA, he was told the offer wasn't available to existing customers transferring from one MBNA account to another.

Unhappy with MBNA's response to his query and complaint, Mr J came to this service. Our investigator looked into the complaint but didn't recommend that it should be upheld. They felt MBNA had acted fairly and in line with the account terms and conditions in refusing him access to the offer. The investigator noted that, as a gesture of goodwill, MBNA had agreed to waive interest for three months initially, and then for a further period until the end of March 2024. They believed this was more than fair in the circumstances.

Mr J disagreed with the investigator's findings, saying he disputed that the terms and conditions of the agreement prevented existing MBNA customers from benefitting from balance transfer offers. He said MBNA hadn't treated him fairly as it was required to by the regulator. So, the complaint was passed to me to review afresh.

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.

Having done so, I don't uphold this complaint. I'll explain why.

I'm sorry to see that Mr J feels he was mis-led into transferring his account and to hear of the stress and worry this has caused him. I've no doubt this has been a difficult time for him. But it seems he made his decision primarily based on the information provided by a third-party on its comparison website. I'm not persuaded that MBNA was responsible for the information provided on that website, and so I can't fairly conclude it was at fault if Mr J was influenced by it.

I've gone on to consider whether MBNA treated Mr J unfairly once he decided to transfer his account. The terms and conditions of the account define a balance transfer as:

'Using your available credit to pay some or all of your credit card balance with another UK provider.'

The term '*another UK provider*' isn't defined by the terms and conditions. Given the specific

wording and overall context of the term as part of the terms and conditions, I'm satisfied this meant any balance would need to be transferred from an account provided by a UK provider other than MBNA. Since the balance Mr J was seeking to transfer was from another MBNA account, I'm persuaded this didn't qualify as a balance transfer in line with the account terms and conditions.

That being the case, I think it was fair for MBNA to refuse Mr J the balance transfer promotional offer as it did and despite his views to the contrary.

I'm satisfied that, when Mr J contacted MBNA about the issues he was having, it tried to deal with the matter sympathetically. I recognise that it wasn't able to re-open Mr J's closed account as he wished, but it did agree to waive interest charges for a three-month period. MBNA subsequently agreed to waive these charges for a further period until the end of March 2024. I fully appreciate that's not the outcome Mr J wants or feels he deserves. However, in light of my view that MBNA didn't do anything wrong in the first place, I think its offer's more than fair in all the circumstances.

My final decision

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 24 May 2024.

Nimish Patel
Ombudsman