

The complaint

Mr D is unhappy that MBNA Limited wouldn't process a payment that he wanted to make and with the service he's received from MBNA surrounding this.

What happened

Mr D attempted to make a large payment to a well-known merchant using his MBNA account. The payment didn't complete, and Mr D was sent a text message by MBNA asking whether the attempted payment was genuine. Mr D confirmed to MBNA that it was, and shortly afterwards re-attempted the payment. But once again, the payment didn't complete.

Mr D called MBNA and was told that the reason for the continuing issue was that the merchant wasn't completing the transaction in line with Strong Customer Authentication ("SCA") requirements, which meant that MBNA were unable allow the payment to be made. Mr D didn't accept the explanation provided by MBNA, and he noted that he had been able to make the payment using an account he held with another bank without incident. So, he raised a complaint with MBNA.

While on the call with MBNA, Mr D asked to speak with a senior manager, and was unhappy to be told that one wasn't available and that a call back from a senior manager couldn't be guaranteed as Mr D wanted. And Mr D was also unhappy to find that MBNA had voided the initial complaint he'd raised with them about the declined attempted payment in error.

MBNA apologised to Mr D for voiding his initial complaint by mistake and paid £150 to him as compensation for any upset and inconvenience Mr D may have incurred as a result. But MBNA confirmed that they hadn't been able to process Mr D's attempted payment because the merchant hadn't completed the payment correctly at their end. And MBNA didn't feel that their telephony agent had acted unreasonably by correctly explaining to Mr D that a callback from a senior manager couldn't be guaranteed in line with what Mr D wanted. Mr D wasn't satisfied with MBNA's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt MBNA's response to Mr D's complaint – including the explanation of what had happened – already represented a fair outcome and so didn't feel that MBNA should be asked to do anything more. Mr D didn't accept the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman for a final decision.

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'm satisfied from the information that MBNA have provided to this service that at the time Mr D attempted to make the payment to the merchant using his MBNA account that the merchant wasn't reporting to MBNA that they were completing the payment in line with SCA requirements. And given that MBNA weren't receiving reports from the merchant that the relevant regulatory requirements were being met by the merchant, I'm

satisfied that MBNA were correct when they explained to Mr D that they were unable to allow the payment to complete.

Mr D has said that MBNA have repeatedly lied to him, but I can find no evidence of this. Rather, I find that MBNA have provided Mr D with accurate and correct information about what happened, but that Mr D has refused to accept this information.

I note that one reason that Mr D feels that MBNA have lied to him is because MBNA explained that no financial institution would be able to complete the payment, given the lack of regulatory compliance displayed by the merchant. And Mr D has explained that the fact that he was able to complete the same payment to the merchant using an account he held with another bank means that MBNA were lying to him in this regard.

But it seems clear to me that Mr D is basing his argument on an assumption that the merchant in question attempted to complete the payment he made using his other bank in the same manner that they attempted to complete the payment with MBNA. But I feel that the fact that Mr D was able to complete the payment he attempted with his other bank account successfully means that it's both logical and reasonable to conclude that this most likely wasn't the case – because if it had been, then his other bank wouldn't have been able to complete the payment, for exactly the same reason that MBNA hadn't been able to.

I also feel when MBNA said to Mr D that no other financial institution would be able to complete the payment, that it was tacit within that statement that this was dependent on the merchant not complying with the relevant regulatory requirements, in the same manner that the merchant hadn't complied with them when Mr D had attempted to make the payment using his MBNA account. And so I don't feel that MBNA have lied to Mr D as he claims.

Why the merchant didn't attempt to complete the payment Mr D attempted to make using his MBNA account in the correct manner, but appears to have done so when Mr D attempted the payment from another bank, is outside the remit of what I can consider here, given that this is a complaint against MBNA. But I can confirm that having considered the information available to me that I'm satisfied that MBNA didn't act unfairly by not completing the payment Mr D tried to make from his MBNA account. And I'm satisfied that MBNA provided a correct and accurate explanation to Mr D as to why this was the case.

Regarding Mr D's request to speak with a senior MBNA manager, I don't feel that it was unreasonable that a senior manager wasn't immediately available to speak with Mr D, or that a call back from a senior manager couldn't be guaranteed.

Ultimately, it's for MBNA to decide which of its staff are customer facing. And given that I'm satisfied that Mr D had been given accurate and correct information by the MBNA staff with which he had already spoken, which included a manager, it seems unreasonable to me for Mr D to expect to be able to speak with ever more senior MBNA staff, given that they would only confirm the correct and accurate information he had already been given.

Mr D is also unhappy that MBNA voided the initial complaint he raised with them by mistake. MBNA have apologised to Mr D for this and have paid £150 to him as compensation for any upset and inconvenience that this may have caused.

It isn't within the remit of this service to consider points of complaint about how a business has handled a complaint. However, speaking generally, MBNA's apology and payment of £150 compensation to Mr D for incorrectly voiding his initial complaint feels fair to me.

Finally, I note that Mr D has mentioned another issue that occurred a payment he attempted to make at a later date. However, this service can only consider a point of complaint that

have already been raised as a complaint with the respondent business, such that the business has had the opportunity to consider and formally respond to that point of complaint.

In this instance, Mr D hasn't raised this further issue as a complaint with MBNA, meaning that MBNA haven't had the opportunity to consider and respond to it. As such, I can only refer Mr D to MBNA should he wish to raise this further matter as a complaint with them. And I confirm that should Mr D raise this further issue as a complaint with MBNA, and after MBNA have had the opportunity to formally respond to that complaint, it may be the case that Mr D has the right to refer that further issue to this service, should he still wish to do so.

All of which means that I won't be upholding this complaint or instructing MBNA to take any further or alternative action here. I realise that this might not be the outcome Mr D was wanting. But I trust that he'll understand, given all that I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 September 2024.

Paul Cooper
Ombudsman