

The complaint

Mr H complains that MBNA Limited blocked a transaction on his credit card and provided a contact number for assistance which was only open for certain hours.

What happened

Mr H holds a credit card with MBNA.

In August 2024 Mr H attempted to pay a restaurant bill whilst abroad. The transaction was blocked for a security check.

Mr H tried to call MBNA using the contact number provided on the back of his credit card. However, the lines were only open from 8.00am – 6.00pm GMT and Mr H was unable to speak to anyone, which left him unable to pay the restaurant bill.

Mr H eventually got through to MBNA two days later. He completed the security check and was able to pay the restaurant.

Mr H complained to MBNA. He said he was unhappy that the customer services contact number on the back of the card didn't provide any other emergency 24-hour number for these circumstances. He also said he'd been caused embarrassment in front of family and friends at the restaurant and had spent 2 – 3 hours on international calls trying to resolve the issue.

MBNA upheld the complaint. In its final response dated 23 August 2024 it agreed that Mr H had been provided with misleading information relating to its opening times and paid compensation of £140.

Mr H remained unhappy and brought his complaint to this service. He felt that the compensation wasn't adequate for the embarrassment and anxiety he'd been caused.

Following the referral of the complaint to this service, MBNA reviewed its decision and said it wanted to offer Mr H an additional £160 for distress and inconvenience. It said its offer to cover the international call costs still stood if Mr H could provide his phone bill.

Our investigator thought the offer was fair. He said he agreed that Mr H had suffered trouble and upset and said £300 was in line with what this service would recommend.

Mr H didn't agree. He said he'd been caused embarrassment in front of his guests and was only able to leave the restaurant without paying because of the understanding of the owner. Mr H said it had been impossible to speak to anyone at MBNA for a further three days because of the unavailability of the customer services team, which caused him further stress and anxiety. Mr H said he wanted appropriate compensation for his marred birthday experience and wasted time.

Because Mr H didn't agree 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.

Mr H doesn't take issue with the requirement for fraud prevention measures. But he says he should've been able to contact MBNA from wherever he was.

MBNA has acknowledged that it didn't provide the service that Mr H expected. It has accepted that although it does have a 24-hour helpline for blocked transactions, this number wasn't provided on the back of the card. It has also said that it has provided details of the 24-hour helpline to Mr H, and that it is looking at improving the information on the back of the card and on its website to provide clearer information for customers.

The real issue here is whether the compensation offered by MBNA (£140 already paid and a further £160 offered so £300 in total) fairly reflects the distress and inconvenience caused to Mr H when he couldn't contact MBNA to have the block removed from his card so he could pay the restaurant bill.

I understand how stressful it must've been for Mr H when his card was declined. He's explained that he was celebrating his birthday with family and friends, and that the issues with contacting MBNA to have the card unblocked caused him to be away from his guests for a significant period of time, caused him embarrassment and anxiety and ultimately left him with marred memories of his celebration.

I also understand that Mr H spent time trying to resolve the issue and incurred costs for calls from the USA to the UK.

I've thought about whether the offer of £300 compensation fairly reflects the impact of the service failings on Mr H. In doing so, I've had regard to the fact that it isn't the role of this service to punish a business. I've also had regard to our guidance on compensation.

In this case, although I recognise that the issues surrounding his card will always colour Mr H's memory of his birthday celebrations, I think the compensation offered is fair and reasonable and in line with what this service would award.

MBNA has said that it will honour its promise to reimburse Mr H's call costs in addition to the compensation offered. Mr H has said that he doesn't know what these call costs are. It isn't clear to me from the information provided why Mr H is unable to obtain details of these call costs. However, I have no doubt that call costs were incurred, and MBNA has recognised this as well. So I would encourage Mr H to obtain details or at least provide an estimate of call costs so that he can be reimbursed.

Putting things right

To put things right MBNA Limited must pay Mr H a further £160, bringing the total compensation to £300.

My final decision

My final decision is that I uphold the complaint. MBNA Limited must pay Mr H further compensation of £160.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 November 2024.

Emma Davy
Ombudsman