The complaint

Mr R complains that MBNA Limited provided incorrect information to a Price Comparison Website ("PCW") which he feels amounts to misrepresentation and which he feels induced him to apply for a MBNA credit account under false pretences.

What happened

Mr R used a PCW to search for a credit account and used a filter on the PCW website to list credit accounts in order of the longest interest free promotional offer. The PCW listed MBNA as offering a credit account with a 21-month interest free promotional offer, and Mr R then successfully applied to MBNA for a credit account through the PCW on that basis.

However, after a few months, Mr R noticed that MBNA were charging interest on his account statements, and when he contacted MBNA about this, he discovered that the 21-month interest free promotional offer only applied to purchases undertaken in the first 60 days after the account was opened. Mr R wasn't happy about this and felt that MBNA had misrepresented the account to him. So, he raised a complaint.

MBNA responded to Mr R but felt that the features of the account were clearly described in the terms and conditions of the account, which had been provided to Mr R before he committed to the account and which Mr R had confirmed in the account opening process that he had read and understood.

However, as a gesture of goodwill, MBNA agreed to move purchases that Mr R had made after the 60-day promotional offer had ended, and which were therefore on the standard interest rate, to the 21-month interest free promotional offer. MBNA also reimbursed the interest that Mr R had been charged on his account up to that time back to the account and placed a two-month interest waiver on the account to prevent any trailing interest from being incurred. Mr R 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 that it had been Mr R's responsibility to have reviewed the MBNA account terms and conditions, regardless of what had been displayed on the PCW, and so didn't uphold the complaint. Mr R remained dissatisfied, 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.

Mr R has explained that the PCW he used stated that MBNA offered a 21-month interest free promotional offer but made no reference to the fact that the offer was limited to purchases made in the first 60 days after opening the account. And Mr R says because of the information on the PCW, which he considers MBNA as being ultimately responsible for, he applied for an MBNA account on false pretences and with the reasonable belief that he would benefit from an interest free credit for all purchases made in the first 21 months, and not just those made in the first 60 days.

Mr R has provided some screenshots of his journey with the PCW to this service. However, these screenshots are not exhaustive and do not provide a complete overview of what Mr R would have seen. As such, I'm unable to say for sure whether information about the 60-day clause was included in the information that was presented to Mr R by the PCW.

Ultimately however, I don't feel that whether Mr R was presented with information about the 60 day clause by the PCW is the significant factor here. And this is because it's clear that when Mr R undertook the application process for the MBNA account he was provided with the terms and conditions of the account and of the 21-month promotional offer, and that information did include that the offer only applied to purchases made in the fist 60 days.

As part of the application process, Mr R confirmed that he had received and read the terms and conditions of the account that included this information. Additionally, the PCW also referred Mr R to the terms and conditions provided by MBNA. Accordingly, I don't feel that it's reasonable for Mr R to say that MBNA misrepresented the account when the important account documents he was provided with, and which he confirmed he had read and understood, provided accurate information about the account and the promotional offer.

In consideration of these points, I feel that Mr R should reasonably have understood the terms of the promotional offer, because those terms were provided to him by MBNA directly before he opened the account. And if was the case that Mr R didn't read the documents provided by MBNA directly but instead relied solely on the information provided by the PCW, despite the PCW's explicit referral to MBNA's documents, then that wouldn't be something that I would hold MBNA accountable for.

Mr R has said that MBNA have a regulatory responsibility to ensure that the information presented on PCWs is correct. But this service isn't a regulatory body, and so I'm unable to comment on whether MBNA have or haven't adhered with regulation in this regard. If Mr R feels that MBNA have acted out of accordance with the relevant regulation, then I can only refer him to the appropriate regulator, which it's my understanding would be the Financial Conduct Authority ("FCA") in this instance.

What I can consider here, as per the remit and function of this service, is whether I feel MBNA have or haven't acted fairly. And as explained above, regardless of the information that Mr R was presented with by the PCW – which to reiterate, I haven't been presented with in full – it remains the case that Mr R was presented with accurate information by MBNA when his application was referred to MBNA by the PCW. And I'm satisfied that it was Mr R's responsibility to have reviewed the information about the account provided to him by MBNA directly before he committed to the account, as discussed above.

All of which means that I don't feel that MBNA have acted unfairly towards Mr M as he feels is the case, and it follows from this that I won't be upholding this complaint or instructing MBNA to take any further or alternative action.

I realise this won't be the outcome that Mr R was wanting, but I hope that he'll understand, given what 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 R to accept or reject my decision before 19 August 2025.

Paul Cooper
Ombudsman