

## **The complaint**

Mrs C complains that Marks and Spencer Financial Services Plc trading as M&S Bank suspended her credit card without notifying her.

## **What happened**

Mrs C holds a credit card account with M&S Bank.

In May 2025 Mrs C attempted to use her card but the transaction was declined. Mrs C contacted customer services and was advised that her card had been suspended due to persistent debt.

Mrs C had no recollection of receiving any notification that her card had been suspended. She checked her statements and the correspondence section on her M&S Bank app but couldn't find anything.

Mrs C complained to M&S Bank.

M&S Bank didn't uphold the complaint. It said it had written to Mrs C about persistent debt on several occasions and had warned her that it may cancel or restrict the use of the account. M&S Bank said that as the account was still in persistent debt after 36 months, the card was suspended in March 2024, and a letter was sent to Mrs C advising her of this.

Mrs C remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said M&S Bank had provided evidence to show that they had sent several letters to Mrs C advising her that she was in persistent debt and explaining the options available to her. The investigator said the letters had been correctly addressed to Mrs C, and that whilst it was unfortunate that Mrs C hadn't received them, this wasn't due to an error by M&S Bank.

Mrs C didn't agree. She said she hadn't received the letters and the screenshots of her statement showed that she had an available balance to spend, so there was nothing to indicate to her that the account had been suspended. Mrs C said she'd paid a significant sum off the balance in summer 2024, which she would not have done if she'd been aware that the card had been suspended.

Because Mrs C 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.

I know it will disappoint Mrs C, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comment on those points which are most relevant to my decision. If I don't comment on a specific point, it's not

because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the account statements. Based on what I've seen, Mrs C had been making the minimum repayment on the card for a long time, and the account had entered persistent debt, which meant that she was paying more in interest and charges than reducing the balance.

The FCA rules state that where an account is in persistent debt over a period of 18 to 36 months, lenders are required to inform customers at 18, 27 and 36 months of the status of the account and include information about the available options and what could happen if sufficient repayment isn't made.

I've reviewed the letters that M&S Bank sent to Mrs C. These were sent in July 2022, January 2023 and January 2024. The letters explained that the account was in persistent debt and set out the options available to Mrs C. The letters also explained that if Mrs C didn't take any action, the account could be suspended.

I appreciate that Mrs C has said that she didn't receive any of the letters. The letters were sent to Mrs C at her registered address. I can't say why Mrs C didn't receive any of the letters, but I haven't found any evidence that this was due to an error by M&S Bank.

Mrs C has said that her statements from January 2024 onwards still showed a balance available on her card. She said she would've expected M&S Bank to have amended the available balance to zero when her card was suspended. Mrs C has also said that there was nothing on her statements to indicate to her that her card had been suspended.

I understand the point Mrs C makes about the available balance. However, this has to be seen in the wider context of the account having been suspended. The suspension of the account meant that no further purchases could be made on the account. The suspension of the account didn't affect the credit limit or balance, so the available balance would still be visible on a statement even though no transactions were allowed.

In relation to the large payments that Mrs C made to the account in summer 2024, after the account had been suspended, these have been applied to reduce the balance on the account. Mrs C is liable to repay the balance even though the account is suspended, and whilst I appreciate the point she makes about the money she used to make the payments serving her better elsewhere, Mrs C would still have to repay the balance on the account over an agreed period of time. By reducing the balance in summer 2024, it's likely that Mrs C will be able to repay the balance sooner than she otherwise would've done.

Having reviewed all the available information, I'm unable to say that M&S Bank has made an error or treated Mrs C unfairly. I'm therefore unable to uphold the complaint.

### **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 Mrs C to accept or reject my decision before 10 November 2025.

Emma Davy  
**Ombudsman**