

The complaint

Mr H is unhappy that MBNA Limited didn't highlight their monthly minimum payment requirements to him.

What happened

Mr H successfully applied for an MBNA credit card on 29 June 2025 and accepted the credit agreement electronically, including confirming that he accepted the terms of the agreement. On 10 July 2025, Mr H conducted a balance transfer to his MBNA account. Shortly afterwards, Mr H received an account statement which included a minimum payment amount that was higher than Mr H was expecting.

Mr H contacted MBNA and learned that MBNA's minimum payment requirements were any interest and charges incurred on the account, plus 2.5% of the account balance. Mr H wasn't happy about this, as his previous credit account had required a smaller minimum payment amount, and he felt that MBNA should have highlighted their minimum payment terms to him when he opened the account. So, he raised a complaint.

MBNA discussed Mr H's complaint with him but didn't feel that they'd done anything wrong and noted that the account terms had been made available for Mr H to review before he opened the account. However, MBNA offered to reimburse £78.61 to Mr H – which was the difference in the amount Mr H had assumed he would need to pay, and the amount MBNA's account terms required him to pay – as a one-off goodwill gesture. Mr H didn't accept MBNA's offer, and he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that MBNA had acted unfairly towards Mr H and felt that the offer of £78.61 represented a fair outcome to what had happened. Mr H didn't agree, 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 note that in his correspondence with this service, Mr H has made several points of a legal or regulatory nature. I'd therefore like to begin by confirming that this service isn't a Court of Law or a regulatory body and doesn't act as such. This means that I have neither the remit nor the authority to decide if MBNA have acted in an unlawful or non-regulatory manner.

Instead, this service is an impartial, informal dispute resolution service with a remit focussed on fairness of outcome. This means that my decision here is based on whether I feel MBNA have acted fairly or unfairly, from an impartial perspective, and in consideration of all the relevant factors of this complaint.

Mr H has explained that he assumed that MBNA's minimum monthly payment requirements

would be the same as those of the credit provider from whom he conducted a balance transfer to MBNA. However, upon consideration, I don't feel that it was reasonable for Mr H to have held such an assumption, and I feel that it was his responsibility to have understood the terms of the MBNA account, including the minimum payment requirements, before he opened the account.

I'm satisfied that when Mr H applied for the MBNA account, the terms and conditions of the credit agreement were presented to him for his review. And Mr H confirmed to MBNA as part of the application process that he had received and accepted those terms.

Mr H has suggested that information about the minimum payment requirements was 'hidden away' in the terms. But having reviewed the credit agreement, I don't agree, and I note that the minimum payment requirements are clearly explained in section A7, which is clearly titled 'Payments'. This is where I would expect this information to be, and I can only reiterate that I feel that it was Mr H's responsibility to have understood these terms before he accepted them.

Mr H is unhappy that when he spoke with an MBNA agent, a week and a half after he opened the MBNA account, during the balance transfer process, that MBNA's minimum payment requirements weren't highlighted to him at that time. But Mr H had already opened his account at that time, and so should have been aware of the minimum payment requirements. And I don't feel that it's reasonable for Mr H to expect MBNA's agent to have volunteered information about account terms that Mr H should already have understood.

Ultimately, I don't feel that it should fairly or reasonably be considered MBNA's fault if Mr H made an incorrect assumption about MBNA's minimum payment requirements that I don't feel it was reasonable for Mr H to have made. And I'm satisfied that MBNA presented information about their minimum payment requirements to Mr H, but that Mr H didn't read those terms. Accordingly, I don't feel that MBNA have acted unfairly towards Mr H as he contends.

However, because MBNA have offered £78.61 to Mr H regarding his complaint, I will be upholding this complaint in Mr H's favour in a very limited sense so as to formally instruct MBNA to pay that amount to Mr H, should he formally accept this decision. But I won't be instructing any change of outcome in regard to how MBNA have offered to resolve this complaint with Mr H themselves.

Finally, Mr H is unhappy with how MBNA handled his complaint. This service can only consider points of complaint about regulated financial matters, and how a business handles a complaint is not a regulated financial matter, even when the complaint is about a regulated financial matter. In short, this service cannot consider complaints about how a business has handled a complaint.

Putting things right

MBNA must pay £78.61 to Mr H.

My final decision

My final decision is that I uphold this complaint against MBNA Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 March 2026.

Paul Cooper
Ombudsman