

complaint

Mr P's unhappy about some cash advance fees MBNA Limited's applied to his credit card account. He says the transactions concerned weren't for cash and the charges applied are unfair. He wants a refund.

background

MBNA said in its final response that the account's terms and conditions say a cash advance fee is charged on all cash, gambling and foreign currency transactions. The fee still applies whether gambling transactions are completed online or in person. It won't refund the charges.

Our adjudicator felt this complaint shouldn't be upheld. She said:

- MBNA's terms and conditions say a handling fee will be applied to all cash advances. And a cash advance includes obtaining cash or cash substitute by use of a card through an ATM, over the counter, gambling and electronic transfers and the purchase of non sterling currency.
- MBNA provided enough information to make Mr P aware of how transactions would be charged. It hasn't made any errors. She won't be asking it to refund anything.

Mr P doesn't agree and has asked for an ombudsman review.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I agree with the adjudicator's conclusions for the same reasons.

Overall, I don't think I can fairly or reasonably require MBNA to refund any charges to Mr P as he'd like. And I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 February 2017.

Stephen Cooper
ombudsman