

## **complaint**

Mr T complains MBNA Limited has applied fees and charges to his credit card when it should not have done so and that it has recorded adverse information about him unfairly.

## **background**

Mr T has a credit card which he says he always used to pay off every month.

In 2013 Mr T used his credit card whilst staying in a hotel abroad to buy chips in the hotel's casino. He says he was told by the hotel that MBNA would treat these purchases as normal transactions. However, Mr T says that he discovered MBNA treated these purchases as cash withdrawals when he returned home. He complained saying that MBNA should not have done so and should not have charged him a 2.5% cash advance fee.

MBNA investigated Mr T's complaint and said that it had treated his purchases in line with his account's terms and conditions. MBNA says it nevertheless offered to reimburse some of the fees it had charged. Mr T says he told MBNA that he wanted all of the fees refunded, that he was prepared to pay for the transactions he had done but in the meantime he cancelled his direct debit. This meant he stopped making any payments towards his credit card. MBNA subsequently applied a default to Mr T's account and took steps to recover the debt it says he owed. Mr T complained about this too and subsequently complained to us.

Our adjudicator did not recommend that this complaint be upheld as he considered MBNA had acted in accordance with the terms and conditions of Mr T's account. He also considered that Mr T should not have stopped making payments towards his credit card and that MBNA was entitled to record adverse information about him and take steps to recover the money he owed. Mr T disagreed with our adjudicator's recommendations and asked for an ombudsman to review his complaint.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I accept that staff at the hotel Mr T was staying in said that MBNA would treat purchases of chips for its casino as normal transactions. I can, therefore, understand why Mr T was so upset when he discovered MBNA treated the transactions as cash withdrawals not least because this meant he was charged a 2.5% fee. Having seen the terms and conditions of Mr T's account, however, I can see that cash withdrawals include gambling transactions. MBNA was, therefore, entitled to treat the purchases as cash withdrawals. I cannot say that MBNA should be responsible for information the hotel gave that turned out to be incorrect.

I can see that MBNA offered to refund some of the fees it had charged but Mr T wanted them all refunded. MBNA did not have to do this, but I am satisfied it did so in an attempt to resolve Mr T's complaint amicably. I can see that Mr T has adverse information on his credit file as a result of cancelling his direct debit and not making any payments to his credit card, but I cannot say MBNA should remove this as the debt was genuinely owed. Nor can I say it has done anything wrong attempting to recover the outstanding debt from Mr T.

Given the above, even though I can understand Mr T's frustration, I agree with our adjudicator that this complaint should not be upheld.

**my final decision**

My final decision is that I am not upholding this complaint.

Nicolas Atkinson  
**ombudsman**