

## **complaint**

Mrs T complains MBNA Limited has applied fees to her credit card without first telling her.

## **background**

Mrs T has a credit card with MBNA. In March and April 2014, she used her card to place several bets. MBNA treated these as cash withdrawals and charged a £5 fee for each transaction. Mrs T says she didn't know MBNA would charge the fee. She thinks the fees are unfair, particularly as each bet was fairly small.

MBNA investigated her complaint and said it had treated her gambling transactions in line with her account's terms and conditions. As it had not acted in error, MBNA was not willing to refund the fees.

MBNA has since closed Mrs T's credit card account as she was in arrears after she did not pay anything towards her credit card for a couple of months.

The adjudicator didn't recommend that the complaint be upheld. Mrs T didn't agree and asked for her complaint to be fast-tracked as charges and interest continued to be applied to her account.

## **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 can understand Mrs T's frustration with the situation. But I have seen a copy of the relevant section of the terms and conditions that apply to Mrs T's account. It says that cash advances include gambling transactions. Each credit card statement contained this important information together with details of the charges that would apply if she took a cash advance. So I can't agree that MBNA applied the charges without telling her.

Taking in to account all the circumstances of this case, I find that MBNA was permitted to charge the cash advance fees that it did. And I don't require it to make a refund when it has not made any error.

As Mrs T did not pay make her minimum monthly payments May and June and was late paying in July, MBNA applied late payment charges to her account. It is not willing to refund any of these charges.

I don't have any evidence that Mrs T told MBNA that she was in financial difficulties. Mrs T has held her credit card account since 1998 and MBNA tells me that she often overpaid her account. So I don't consider that I can fairly require MBNA to refund the late payment charges that have been incurred. But I do expect MBNA to treat any request from Mrs T to repay the outstanding balance by instalments, sympathetically.

## **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T to accept or reject my decision before 2 March 2015.

Gemma Bowen  
**ombudsman**