

The complaint

Mr P complains that he wasn't able to access payment information in relation to his credit card account with MBNA Ltd.

What happened

The details of this complaint are well known to both parties, so I'll just provide an overview of key events here.

Mr P opened a credit card account with MBNA in May 2022. A minimum payment of £211.32 was due on 14 July 2022. Mr P made a payment of £175 on 15 July 2022.

Mr P called MBNA on 11 August 2022 as he was having difficulty making a payment using online banking. The MBNA adviser suggested Mr P delete and then reinstall the banking app. Mr P couldn't be transferred to the relevant helpdesk as it was closed for the day. Mr P also told MBNA that he hadn't been able to send payments via his bank because MBNA's account number had been flagged. He asked to make a payment on his account over the phone and was told the lines had closed for the day. Mr P asked to raise a complaint.

The next minimum payment of £206.95 was due on Mr P's account on 15 August 2022. On 17 August 2022 Mr P made two payments – one for £36.32 and one for £206.95.

Mr P's next payment on the account was due on 15 September 2022, and the minimum payment due was £200.70 but Mr P didn't make a payment in time.

MBNA wrote to Mr P on 19 September 2022 and said that he hadn't made his last minimum payment by the due date so it was limiting the total amount he could spend on his card.

Mr P contacted MBNA the following day and said he hadn't received a call back about his complaint. He also said he'd just made a payment on his account for £150 but didn't know if that was the correct amount. The minimum payment due was confirmed as £200.70. Mr P made a further payment of £50 on 27 September 2022. Mr P told MBNA that his credit score was affected by not being able to access his account and ensure the correct payment was made.

MBNA responded to Mr P's complaint in October 2022. It acknowledged that Mr P experienced difficulties accessing his online banking. MBNA offered Mr P £40 compensation and suggested he deregister and reregister for the online service to resolve the problem. However, it also said it wasn't able to amend Mr P's credit file, as he could have called it during opening hours to find out how much was due and to make a payment.

Mr P was unhappy with the response from MBNA and so brought his complaint to this Service. He said he hadn't been able to service his account using the mobile phone app since opening the account, so he didn't know what the telephone hours were or the minimum payment he had to make. Mr P also said he had been very busy working over the summer and this made him lose track of dates and days. He said when he contacted MBNA, it didn't try to help or offer other options.

Mr P said he rang MBNA to enquire about his payment and balance, but it refused to take a payment from him. Mr P also said his own bank wouldn't transfer money to his MBNA account because the sort code wasn't recognised. Mr P said that after making the complaint, he began receiving texts from MBNA outlining his balance and minimum payment. Mr P said this matter had a negative impact on his credit file.

Our Investigator didn't uphold Mr P's complaint. He said MBNA agreed he could not access his account online and had offered fair compensation. Our Investigator said while not having online access would have made it more difficult for Mr P to manage his account, there were other methods available to make payments. So he didn't think not having online account access prevented Mr P from making the correct payment to his account.

Mr P did not agree with what our Investigator said, so this came to me for a 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.

MBNA has acknowledged that there were problems with Mr P accessing his credit card account online and it has offered him £40 for the inconvenience this caused. I think this is a fair offer of compensation in the circumstances. I understand that Mr P continues to have problems with accessing his account online, so I want to make it clear that I consider the £40 compensation to be a fair amount for the inconvenience he experienced up to the point that MBNA issued its final response letter in October 2022. The ongoing problems he is experiencing are not being addressed in this decision.

In relation to the remainder of his complaint, MBNA said Mr P could have called it to find out what his minimum payment was, when it was due and to make a payment. So MBNA said it wouldn't amend his credit file.

I've looked at whether MBNA acted fairly when it said it wasn't at fault for Mr P not making minimum payments on time and I'm satisfied it has acted fairly. I'll explain why I say that. Mr P has said he was working away quite a lot during the summer last year, when the late payments were made. This meant he wanted to be able to rely on his mobile banking app to access and manage his account. So I can understand it must have been inconvenient that he wasn't able to manage his account in the way he had hoped. But the issue here is that other options for accessing and managing his account were available to him.

As MBNA has said, contact can be made with it by phone if account information is needed. Mr P said that he didn't know when MBNA's phone lines were open, and he mentioned that other credit card providers offer phone lines that are open 24 hours a day. But I can see that MBNA's phone line opening hours are readily available on the internet, and Mr P did call MBNA and could have confirmed phone line opening hours.

MBNA also offer the option of paying by monthly direct debit. So even though Mr P would have preferred to access his account information online, I'm satisfied there were other options available to him to manage his credit card account and make his payments on time.

Mr P was also unhappy that MBNA began sending payment reminders by text only after he made his complaint. I can certainly see how it would be helpful to get reminders about amounts owed and payment deadlines, but Mr P has a responsibility to make enquiries to get necessary account information. The other ways he could have serviced his account were still available to him, with or without these text messages.

I understand the reasons why Mr P is keen for the late payments not to be entered on his credit file. But MBNA has a responsibility to accurately report how consumers are managing credit facilities. So late payments have to be reported to his credit file, and I won't be asking MBNA to make any changes here as I don't think it's ultimately responsible for the fact Mr P's payments were late.

Although not the crux of his complaint, Mr P was also unhappy when MBNA restricted the amount he could spend on his credit card in September 2022. I've seen the account terms and these allow MBNA to restrict spending if, for instance, its view of a consumer's ability to pay what is owed on time changes. I think it's fair to say that the difficulties Mr P had with making the full minimum payments on time could fairly raise concerns about his ability to repay what he has borrowed. So I don't think MBNA did anything wrong.

I know my decision will disappoint Mr P, but I am not asking MBNA to take any further action here.

My final decision

It's my final decision that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 4 September 2023.

Martina Ryan
Ombudsman