

## **The complaint**

Mr T has complained that MBNA Limited won't refund a transaction he says he didn't make or otherwise authorise.

## **What happened**

In February 2024, Mr T opened an MBNA credit card account. He didn't use it at the time.

In March 2024, Mr T's card details were used to send almost all of his credit limit to an e-money transfer service. The first attempt didn't go through. Mr T checked his account right after the attempt. Around two weeks later, a second attempt was made and went through.

Mr T reported this payment to MBNA the following day. He said his card was in front of him in his possession, it was always with him and was never missing, and he'd not told anyone he'd taken out the card, not even his partner. No one else had access to his card or phone. He said he'd never used the e-money service in his life.

MBNA held Mr T liable for the payment in dispute, as his card was always with him and had never been used before so there was no likely way someone could've learned his card details without consent; the payment attempts were made from his IP address; the person attempting the payments somehow knew his credit limit; and Mr T had checked his account after the first attempt was declined.

Our Investigator looked into things independently and didn't uphold the complaint. Mr T didn't agree, so the complaint's been passed to me to decide.

## **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.

Broadly speaking, MBNA can hold Mr T liable for the payment in dispute if the evidence suggests that he authorised it.

First, I've considered the possibility that the payment was made by someone who Mr T didn't know, such as a third-party fraudster.

The payment in dispute was made using Mr T's genuine credit card details. He had never used his card before this, so there was no opportunity for anyone to learn his details from a previous transaction. And his card was always in his possession and did not go missing. So there was no likely or plausible way an unknown party could've learned his card details.

Further, the disputed payment and the prior attempt were made from Mr T's IP address – the same internet connection he used to genuinely check his account from his phone. It's not likely that an unknown fraudster would be using Mr T's internet connection.

As such, we can reasonably rule out that this was done by an unknown fraudster.

It is possible that someone known to Mr T may have made the transaction without his permission, such as his partner or family. But I don't think it's likely. From what Mr T said, no one else even knew he had this card – not even his partner. And the card was always with him. Further, Mr T was very clear that his family had not made this payment. So Mr T himself seems to have ruled out this possibility.

Lastly, I've considered the possibility that the payment was made by Mr T or by someone he'd given his permission to.

This possibility fits well with how the payment was made – using the card details no third party could've likely known, from the card which was always in Mr T's possession, on Mr T's internet connection.

It also fits with how Mr T logged into his MBNA account right after the first payment attempt got declined. This was done on his registered phone which only he had access to, on his IP address. Given that Mr T wasn't otherwise using the account, and given that he didn't undertake any other account activity during that login, he didn't seem to have any reason to check his account at that point other than to see if the payment had gone through. And he didn't tell MBNA anything was wrong at the time. So this does tend to imply that the payment was attempted with Mr T's knowledge.

While these are more minor points, the disputed payment used up Mr T's credit limit, but I've not found a likely way that anyone else would happen to have known his credit limit. Further, I might've expected a thief to try to get the payment out as quickly as possible, before they're detected and the account is blocked. But here, there was a gap of two weeks between the payment attempts. That seems to fit better with the payment being authorised.

It's also notable that Mr T was adamant he'd never used the e-money service in his life. But the e-money service confirmed he did have an account, registered to the same details he gave us, which had been verified using an email sent to the same email address he uses to contact us. I'm afraid this does make it difficult for us to rely on Mr T's testimony.

Finally, I've not found any evidence which makes it seem implausible or unlikely that Mr T could've authorised this payment or given someone else permission to make it.

In summary, based on the evidence, there isn't a likely or plausible way an unknown party did this, and it's not likely that someone known to Mr T did this without his permission either. The only likely possibility I've found is that Mr T made the transaction or gave someone else permission to make it, which is supported by the evidence at hand.

So based on everything I've seen, I find it's fair for MBNA to hold Mr T liable for the payment in dispute. This is a difficult message for me to give, and I know it's a difficult message for Mr T to receive. But given the evidence I have, and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

**My final decision**

For the reasons I've explained, I don't uphold Mr T's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 November 2024.

Adam Charles  
**Ombudsman**