

The complaint

Mr B has complained MBNA Limited is continuing to hold him liable for two credit cards that he never applied for.

What happened

In 2023 Mr B's wife died. Mr B had allowed his wife to run their family finances throughout their marriage. He discovered two credit cards issued by MBNA that were in his name. He'd never taken these out, or known about these, and asked MBNA to investigate how this had happened.

MBNA didn't believe there'd been any fraud in this case and believed it was most likely that Mr B had known about these cards.

Mr B brought his complaint to the ombudsman service. He didn't believe there was any evidence to show he'd taken these cards out so felt he shouldn't be held liable for the outstanding balances.

Our investigator noted the registered email and mobile number with MBNA had been Mr B's. So thought it was most likely that he had known about these credit cards before his wife's death. She wasn't going to ask MBNA to do anything further.

Mr B continued to believe there was no evidence to show he'd taken out these cards so didn't understand why he'd be liable for the existing balances. He's asked an ombudsman to review his complaint.

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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Our investigator's view of 30 August 2024 explains how these two cards had been applied for and that MBNA no longer held the original applications showing Mr B's signature. She also noted that when the cards were set up to operate online in 2017 and 2018, the email address for statements was the email address Mr B provided to our service when he brought his complaint to us.

Mr B has argued that without a copy of the original consumer credit agreement, MBNA cannot hold him liable.

I'm afraid to say this is incorrect.

I'm not surprised due to the time that has passed (the original credit agreements were taken out in 1992 and 2006) that MBNA no longer holds original documentation. The card taken out in 1992 was taken out in the name of another bank – whose credit card book was later sold to MBNA. I think it's most likely this was either taken out by post – as many credit card

applications were – or within branch. In the latter case I'd have expected Mr B to have been present since he is registered as the main cardholder for the account. I've noted his protestations that he knew nothing about this card so think it's more than likely this was applied for by post.

That means it would have been relatively simple – particularly as Mr B admits he passed all his financial affairs to his wife to manage – for his wife to have made this application without his knowledge. Mr B's representative has implied it would have been easy to have got Mr B to agree to sign something without questioning what it was. It's also possible that Mrs B may have falsified his signature but I'm not sure why she'd have felt the need to do that since it was understood between the two of them that Mrs B managed the finances. I think it's very possible that Mr B signed the applications just because his wife gave him something to sign.

I'm aware that Mrs B managed Mr B's tax returns so it sounds as if he was used to signing documentations given to him for completion.

I'm sure Mr B's representative would argue that if this was the case, Mr B was unaware what he was signing and didn't consent. I have considered this but point to Mr B agreeing his wife should manage their family finances, so I do believe there was a level of consent.

In the period before Mrs B signed up for online statements, statements for both cards were being sent monthly to Mr and Mrs B's home address. It'd have been difficult for Mr B to not have noticed these.

It's also worth saying that even if I didn't think Mr B had signed these application forms – as I do believe is most likely – then even him not knowing about these applications or MBNA not being able to show the completed application forms doesn't mean he can't be held liable.

This is because after reviewing the expenditure for both credit cards I can see this most looks like normal household spend – food, household items, petrol, meals and drinks out along with other entertainment. I'm therefore satisfied that Mr B would have benefitted from the expenditure on these credit cards.

I see no reason why MBNA can't continue to ask Mr B to settle the debts on these credit cards. They will, of course, be aware that until his wife's death Mr B says he knew nothing about these financial commitments so MBNA will need to take this into account when ensuring any repayment plan takes Mr B's personal situation into consideration.

My final decision

For the reasons given, my final decision is not to uphold Mr B's complaint against MBNA Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 December 2024.

Sandra Quinn
Ombudsman