

The complaint

Mr O complains that MBNA Limited (“MBNA”) is holding him liable for the debt on a loan he says he neither applied for nor consented to.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, in May 2024 a loan was taken out with MBNA in Mr O’s name for £15,000. Mr O subsequently got in touch with MBNA to let it know he neither applied for nor consented to the loan. MBNA investigated things and ultimately couldn’t reach agreement with Mr O, so he referred his complaint about MBNA to us. As an Investigator here couldn’t resolve the matter informally, the case has been passed 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.

I’ve focused on what I think is the heart of the matter. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

The question is: did Mr O enter into this loan agreement, or was it done without his knowledge and/or consent as he alleges? And in this case, I think it’s most likely that the loan was taken out in Mr O’s name with his knowledge and consent, and he therefore did enter into this loan agreement.

I say this because the information entered into the loan application appeared genuine and true to Mr O. And whilst Mr O has told us his wallet, which included his driving licence, had been stolen, I don’t find it persuasive that this most likely would have provided an unknown third party with everything they needed to successfully get the loan approved in Mr O’s name, have those funds paid into Mr O’s bank account, and to then spend them from there, all without Mr O’s knowledge and/or consent.

Also, I’ve listened to the recording of a call MBNA had on 14 May 2024 with the loan applicant to check everything was in order, prior to releasing the loan funds to Mr O’s bank account. Mr O has said that it wasn’t him MBNA was talking to on this call but someone else. However, I haven’t found this to be persuasive. I say this because I’ve also listened to a recording of a call MBNA had with Mr O on 18 May 2024, which Mr O accepts was him. And whilst I’m not a voice expert, I’m not persuaded that the person MBNA spoke to on 14 May 2024 was a different person to who MBNA spoke to on 18 May 2024. Nothing that Mr O has said about the content of those calls, or the two telephone numbers, or anything else, has persuaded me otherwise; I think the person on that call sounded like Mr O and spoke and answered questions in a manner consistent with him being so.

However, even if it was a different person (and to be clear, I don't think it was) that still wouldn't automatically prove things happened without Mr O's knowledge or consent. I note in this case that the loan funds were paid into Mr O's own bank account. And I haven't seen a plausible explanation as to how all of this could likely have happened, including the money being paid into and out of Mr O's bank account, apparently without his knowledge in the moment. There's also nothing here to suggest Mr O was scammed.

I've considered everything Mr O has said. But for the reasons explained above, and materially the same overall reasons as our Investigators explained, I'm satisfied from the information I've seen that there's no plausible and persuasive explanation of how this loan could most likely have been taken out without Mr O's knowledge or consent. So, for the reasons explained, I don't think it would be fair for me to tell MBNA to do anything differently, or that it can't pursue Mr O for repayment of the loan.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 22 October 2025.

Neil Bridge
Ombudsman