

The complaint

Mr L has complained MBNA Limited is continuing to hold him liable for a credit card and a personal loan that he never applied for.

What happened

Mr L is represented in his complaint by his son. For ease I will refer to Mr L senior alone.

In February 2025 Mr L's wife died. Mr L had allowed his wife to run their family finances throughout their marriage as she didn't work and was at home. He'd known about an emergency credit card, and his general use of the current account was for purchasing petrol.

After Mrs L's death, Mr L and his son discovered various letters about monies owed along with cards. They also found banking apps on Mrs L's mobile that Mr L had known nothing about. They realised that there was a credit card issued by MBNA that was in his name, along with a more recently-opened personal loan. 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 L had known about the card and the loan.

Mr L brought his complaint to the ombudsman service. He'd not used online banking so hadn't known about these. 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 applications for the credit card and loan were completed online. MBNA accept that these applications were most likely taken out by Mrs L. However, the expenditure clearly looked like normal household spend, and it was most likely this was for the benefit of Mr L, along with his wife. She wasn't going to ask MBNA to do anything further.

Mr L continued to believe there was no evidence to show he'd taken out this card and loan 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.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr L's complaint are the Payment Services Regulations 2017 (PSRs). These mean that a customer can provide apparent authority to a third party to carry out transactions. There is also consumer credit legislation covering the same aspects.

Our investigator's view of 1 August 2025 explains the credit card and loan had been applied for online in 2021 and 2024. The email address and mobile number were those belonging to Mrs L. I don't believe there's any dispute that Mrs L opened these accounts.

What I can't tell, for sure, is whether Mr L knew about these accounts. I appreciate what he's told our service that he didn't. However, he also accepts that Mrs L "*took care of all finances*".

The evidence shows that the £3,000 from the personal loan was paid into Mr and Mrs L's joint account and that payments towards the MBNA credit card account were also made from this account. So it's clear that Mrs L wasn't hiding either the expenditure or the loan.

I'm sure Mr L would argue that he was unaware of these financial arrangements and didn't consent to these applications. I have considered this but point to Mr L agreeing his wife should manage their family finances, so I do believe there was a level of consent, as required by the regulations.

These aren't the only credit agreements in dispute and some of the others were taken out a long time ago. At that time I believe statements would have been sent monthly to Mr and Mrs L's home address. It'd have been difficult for Mr L to not have noticed these.

It's also worth saying that even if I accept Mr L knew nothing about these credit agreements, then even him not knowing or having consented to them doesn't mean he can't be held liable.

This is because after reviewing the expenditure for the credit card I can see this most looks like normal household spend – supermarket shopping and some holiday expenditure. There's also regular cash machine withdrawals. I'm therefore satisfied that Mr L would have benefitted from the expenditure on the credit card. That aspect allows me to say that he can be held liable for the debts.

Having looked at the money from the personal loan, it appears that this credited the joint account and may well not have been used for the holiday Mrs L claimed the loan was set up for. This therefore, along with the credit card, shows Mr L benefitted from the money available to him in the account.

From what I can see of this complaint and another complaint Mr L has raised with our service, it looks very much as if Mrs L was applying for credit in an attempt to manage their household expenses. And there is a distinct possibility this got out of hand, and Mrs L was struggling with their financial and lifestyle commitments. I note Mr L believes he was earning sufficiently to manage their lifestyle but if he wasn't involved with day-to-day household finances, he may not have been aware of the rising costs Mrs L was trying to manage.

That said, I believe MBNA can continue to ask Mr L to settle the debts owed under these credit agreements. They will, of course, be aware that until his wife's death Mr L possibly didn't know about these financial commitments. MBNA will need to take this into account and ensure any repayment plan takes Mr L's personal and financial situation into consideration. So, for example, a fair response on the personal loan would be to write off any interest payable under the loan, and just collect the £3,000 capital.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 13 January 2026.

Sandra Quinn
Ombudsman