

The complaint

Mrs H has complained that MBNA Limited is holding her liable for a credit card transfer that she says she did not authorise.

What happened

Mrs H says she fell victim to a scam after expressing an interest in an investment opportunity she saw advertised on the television.

On calling the number shared in the advert, Mrs H says she was introduced to someone who sent her a link, and she paid £200 to enrol to the service provided and was told that an investment portfolio would be opened in her name. She says she was then contacted by another person who she believed was a trader.

Mrs H says she trusted the individual with further investments and continued to correspond with them over the phone and WhatsApp with the intention of investing into cryptocurrency. She says she was asked to download the Any Desk app on her phone and computer, which allowed the so-called trader access to her devices.

Mrs H says she believed she was engaging with a legitimate investment opportunity and didn't knowingly request the credit card transfer. She says she was due to receive returns from her investment in December 2024. But when her attempts to contact the trader and the investment company went unanswered, she realised she had been scammed.

Mrs H says she contacted her main bank account provider – where the money had been deposited - who started an investigation into the matter. She says it referred her to Action Fraud and told her to contact the credit card provider so that it may assist her.

Mrs H raised concerns with MBNA after realising that a credit card transfer had been made on 10 December 2024 without her consent or authority, and that she had been scammed.

After looking into the matter, MBNA concluded Mrs H was liable for the £15,000 money transfer and the £750 fee that had been incurred. It said that Mrs H had approved the transfer via the banking app.

Mrs H has brought her complaint against MBNA to this service along with other complaints relating to loan applications made with other providers around the same time, that she says she had no knowledge of. Mrs H states that all the applications were part of the same scam.

Mrs H says she wants everything put back to how it was before the transfer was made.

Our investigator considered Mrs H's complaint against MBNA but did not uphold it. She was of the view that Mrs H had authorised the money transfer to her bank account.

As Mrs H remained unhappy with the outcome, she asked that an ombudsman consider her 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.

After reviewing the evidence provided by MBNA and Mrs H, I have reached the same overall conclusion as our investigator. I do not think MBNA has acted unfairly in holding Mrs H liable for the transfer.

I realise this will be upsetting for Mrs H to hear. I acknowledge that Mrs H has been through a difficult experience and that it has been very distressing for her to realise she has been a victim to a scam and she has my sympathy. I hope she is getting the support she needs. But it is worth keeping in mind that it's ultimately the scammers who are primarily responsible for the loss Mrs H has experienced. And in this case, I can only consider what Mrs H and MBNA are responsible for.

On considering this matter, my focus has been on the actions of MBNA and whether it acted reasonably towards Mrs H. In doing so, I've carefully reviewed all the evidence presented, to get an understanding of what happened so I can understand the sequence of events fully.

I've also considered Mrs H's very detailed response to our investigators view and I'm very aware that I've summarised this complaint in far less detail than Mrs H has. But I'd like to assure Mrs H, I've focussed on what I think are the key issues here. 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 argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact the decision I'm making. Our rules allow me to do this.

I note Mrs H refers to this service investigating the other complaints she has brought in relation to this scam and challenges us reviewing the evidence that has been presented in conjunction with this complaint.

To be clear, our rules enable me to review any necessary evidence from another case that is in any way linked to the circumstances presented. Mrs H by her own admission, to both this service and the individual lenders, has explained that they are all part of the same scam, which makes it even more of a requirement that everything be considered holistically so as to gather a full picture of what has happened.

Turning to the disputed withdrawal, broadly speaking, MBNA would be liable to refund it if it were unauthorised, but Mrs H would be liable for it if it were authorised.

I note the transfer was made from Mrs H's MBNA credit card, which Mrs H says she held a credit limit of £20,000 with, and the money was transferred into her personal bank account before then being moved on to a third party.

Mrs H says she did not authorise this transaction, and nor did she share her credit card information. She believes the transfer was made by the scammer who had access to her computer. Mrs H mentions that as the scammer had access to her devices, he'd seen her make a previous legitimate money transfer to her bank account and used that information to replicate the process.

Having reviewed the technical evidence MBNA has provided, I'm satisfied the transfer was properly authenticated using Mrs H's genuine Apple device, the same device that was used

to make legitimate transactions on Mrs H's Monzo account, with the same IP address - that also corresponds with previous usage.

As AnyDesk only allows for screen sharing from an Apple device, given the evidence provided, remote access to Mrs H's phone would not have been established here as Mrs H states.

Furthermore, biometrics were used to log into the app and authorise the money transfer and MBNA sent a text message to Mrs H's registered device on 11 December 2024 to confirm the transaction.

Mrs H says she did not realise a £15,000 money transfer from her MBNA credit card had taken place until she later noticed the balance on her account. But based on the evidence, as I can't fairly hold MBNA responsible, I can't reasonably tell them to write off the transfer in these circumstances.

Finally, I appreciate what Mrs H has mentioned about other providers having reimbursed her for money taken out in her name as part of this matter, and I am glad to hear Mrs H has achieved some resolutions to her claims. But I want to clarify that this does not influence my decision here. All cases are considered by this service based on their own merits and require consideration of all the facts presented by all parties involved. Here I have considered what I think is fair and reasonable based on all the evidence presented.

I fully recognise how distressing this experience has been for Mrs H. She has clearly been the victim of a scam. However, when assessing whether MBNA acted fairly, I must consider whether they had any reasonable opportunity to identify the transaction as suspicious.

Taking everything into account, I am satisfied that MBNA considered the transfer request to be legitimate. The transfer was made using Mrs H's registered device, matched previous behaviour- where she had requested a legitimate transfer - and the money was transferred into her genuine account. For these reasons, I cannot say MBNA has been unreasonable here.

I expect MBNA to support Mrs H and to work with her on an affordable repayment arrangement that reflects her circumstances.

My final decision

For the reasons I have explained, I do not uphold Mrs H's complaint against MBNA Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 23 March 2026.

Sukhdeep Judge
Ombudsman