

The complaint

Mr F complains that MBNA Limited (MBNA) are holding him liable for a loan he says he did not agree to.

What happened

Mr F says that on receiving a text message from his bank on 3 February 2025 informing him that his account was overdrawn, he was alerted to loans taken out in his name that he did not recognise and had not consented to.

The first of these loans was approved by MBNA, so Mr F raised concerns with it on 17 March 2025. Mr F says he had no awareness of the loan taken out in his name and he also raised concerns separately with the other loan providers.

MBNA says a loan for £15,000 was approved and paid into a bank account in Mr F's name – held with another bank on 5 November 2024, and it is aware that it was subsequently transferred on to another account he held.

Mr F says he didn't apply for the loan with MBNA and has never personally applied for any loan. He said he does not know how his personal information had been acquired to make the application. He says he had been admitted to hospital on 28 October 2024 for day surgery and his memory had been impacted so he could not remember what happened. Mr F states he did not even know MBNA existed.

MBNA said prior to the loan application it had no relationship with Mr F, but it is connected to the banking group that Mr F held an account with, and he had raised similar concerns with this linked bank (which I'll refer to as H). It said that for the purposes of its investigation it had shared information with H.

On investigating the matter, MBNA held Mr F liable for the loan. It said that the loan funds were paid into Mr F's existing bank account and that Mr F had logged in using his usual security details and used a device he normally used for his online banking needs to apply for the loan, which also held the same IP address. It said he had input the purpose of the loan as being 'home improvements' and there was no evidence of remote access software being used at the time of the application.

As Mr F was unhappy with the response he received from MBNA, he referred the matter to our service for consideration.

Our investigator considered Mr F's complaint against MBNA - along with other complaints he had brought against the other loan providers - but she did not uphold it. She was of the opinion that Mr F had fallen victim to an investment scam. She felt that he had either applied for the loan himself or had knowledge of the loan being applied for in his name. So, she did not recommend that it be written off.

As Mr F remained unhappy with the outcome, he asked that an ombudsman consider 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, and for broadly the same reasons, I agree with our Investigator in that it's fair and reasonable for MBNA to hold Mr F liable for the loan.

I understand that this will be disappointing for Mr F. I fully appreciate the impact has been significant on him and I was especially sorry to hear about Mr F's health and understand how this experience has added to the stress he has been under. I'd like to assure Mr F I haven't taken this decision lightly, but it's clear that he has fallen victim to a cruel scam, and that the scammers are primarily responsible for what he has experienced. But that doesn't automatically mean that Mr F can't be held liable for the loan he says was taken out in his name with MBNA without his knowledge.

Here it's clear from what I have seen that there is a difference between what Mr F has provided in the way of testimony and what MBNA has evidenced. Where there is a dispute about what happened, and the evidence is incomplete or contradictory, I must reach my decision on the balance of probabilities – in other words, on what I consider is more likely than not to have happened in light of the available evidence.

I have carefully considered everything presented by both parties, including the actions of MBNA towards Mr F once he raised his concerns, and although I have summarised this complaint in far less detail than the parties have, I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is because I have focused on what I believe to be important to the outcome of this complaint.

Existing consumer credit legislation states that a customer can't be held liable for a loan if it was taken out by an unauthorised party. So, what I must decide here is whether Mr F applied for the loan himself or authorised someone else to do so on his behalf. This is because MBNA can only hold Mr F liable for the loan if the evidence supports that he agreed to it.

I note from the evidence presented that Mr F mainly argues that he didn't agree or consent to the application of the loan with MBNA – or for that matter, any of the loans that were taken out in his name - and so he feels he shouldn't be held liable for it as he did not consent to it.

I have given this a lot of thought, and in doing so I have also looked closely at all of the evidence presented, to understand what happened. This includes reviewing the correspondence Mr F had with MBNA, along with the calls he had with our service and the other loan provider and H. I have also reviewed Mr F's bank account activity both prior to the loan funds being deposited and after.

Mr F maintains he did not realise what had happened until he received a text message from his bank to let him know that his account had gone into overdraft on 3 February 2025. He states he was told that this was because there had been payments taken towards the repayment of loans. He says it was at this point that the loan funds that had been deposited into his account from more than one provider came to his attention.

Mr F confirmed he had never shared his security or online log in details with anyone. He said his bank details were only known to him and that he never authorised anyone to use his bank account. Mr F said he had no idea how his personal details had been acquired for the purposes of making the loan application and said it was possibly down to information that was available in the public domain.

I note the information presented by MBNA, shows the loan was applied for using Mr F's genuine personal details and that Mr F used the same device he had previously used to carry out his online banking. I can also see that the loan funds were paid into Mr F's existing bank account with another bank on 5 November 2024 and he then transferred it on to H the next day. MBNA has also presented evidence of the correspondence it sent to Mr F regarding the loan agreement, which included a direct debit instruction that was sent to Mr F's home address – which is the same as the one we hold - on 5 November 2024.

I note there has been some inconsistencies, with the information Mr F has shared with the different loan providers and what he has told us about remote software being present on his devices. At certain points he states he had never been asked to download any software, but I can see that he also mentioned that he had found AnyDesk was present on his mobile phone but could not explain how it was added.

I can see that later he mentioned that his son had also found AnyDesk on his desktop, but H says no remote software was detected by its systems during the loan application journey.

Based on what we know about remote desktop access applications, lots of banks block screens when they detect these are in use on a device. So, it's unclear how the scammer could have made the transactions entirely without Mr F's involvement. But overall, I don't think this makes a difference.

Having listened to a number of calls Mr F had with H, although, it seems Mr F was most likely targeted by scammers, the presence of the AnyDesk App on Mr F's phone has no bearing on what happened here because Mr F had said to H, on more than one occasion, that he only uses his desktop for online banking and not his banking app. I can see that later he also mentioned that his son had also found AnyDesk on his desktop, but MBNA says no remote software was detected by its systems during the loan application journey.

I can see Mr F has changed his testimony and has shared different versions of what happened during various conversations with the loan providers and our investigator. And previously, he had mentioned that the money in his account was undergoing verification checks and that it had been placed in his account by the investment company, not from the proceeds of a loan.

I also note a call Mr F had with H on 14 November 2024, when it intervened on a £25,000 onward transfer from his account to what seems to have been a cryptocurrency account. I note H asked Mr F about a number of loans he had recently received into his account, to which he responded to say he had taken a loan as he was waiting for money to come in. This is inconsistent with what Mr F has said about not ever taking out any loans.

The extent of the intervention that took place in this call, shows that it had concerns that Mr F was being scammed. Specifically, it asked Mr F if he had made the request to transfer the £25,000 himself, and he said he had. When H asked Mr F the purpose of the money, he responded by saying it was for home improvements and confirmed that the money was being transferred to a cryptocurrency account. H then went onto ask Mr F further questions about his reasons for making the transfer to a cryptocurrency account, opposed to a general

bank account and particularly highlighted investment scams and that using finance to fund investment opportunities was a tactic used by criminals to scam individuals. The payment Mr F was looking to force through was subsequently stopped by H and Mr F was asked to provide further evidence. I note Mr F gave no indication during the call that any of the scenarios discussed applied to him.

This contradicts what Mr F has told this service. He states he did not have any idea of loans being applied for in his name. On review, I think what was discussed during this call should have raised some red flags for Mr F and I'm conscious that although he was aware of the loan money in his account – and it was a considerable sum of money - no concerns were raised with either MBNA or H at this point. So, whilst I think its likely Mr F was scammed, I am satisfied that MBNA has acted fairly here as Mr F doesn't appear to have given them the full version of events, and the contents of the call suggests to me that he was aware of the origin of the funds.

Overall, given what I've seen, as I haven't been given any plausible explanation as to how someone could have accessed Mr F's bank account and also acquired the necessary information required to make an application without his consent being provided, on balance, I am satisfied, it's more likely than not that Mr F made the loan application himself or enabled someone to make the application for the loan in his name, and that he was fully aware of the loan funds being deposited into his account, prior to them being transferred on.

I also don't think MBNA was to know at that time, that the application for the loan hadn't come from Mr F, or that there was anything untoward about it. Loan repayments were also being taken from Mr F's account under the reference of MBNA for some months before concerns were raised.

I'm sorry to hear how this has impacted Mr F and I'm aware this has been very distressing for him. But here I am considering the actions of MBNA, which primarily relates to the loan application. And as I am satisfied that MBNA acted in good faith when approving the loan and then paying it into Mr F's bank account as per the instruction provided. As the funds were then paid on after MBNA's obligations under the loan agreement had been met, it wouldn't be considered fair or reasonable to request it not to pursue the remaining debt.

MBNA must however be mindful of the position Mr F finds himself in. I would expect MBNA to give reasonable consideration to his circumstances prior to deciding on an appropriate repayment plan for the loan which is agreeable and reasonable to both parties.

My final decision

For the reasons given, my final decision is that I do not uphold Mr F's complaint against MBNA Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 16 January 2026.

Sukhdeep Judge
Ombudsman