

## **The complaint**

Mr K complains that MBNA Limited (MBNA) is holding him liable for a credit card that he did not consent to.

## **What happened**

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I have summarised what I believed to be the main points of focus and provided the reasons for my decision.

Mr K says that his wife opened a credit card account in his name without his knowledge or consent that had accumulated a balance with MBNA.

MBNA explains the credit card was approved in Mr K's name on 11 September 2003 with his wife named as a secondary card holder.

Mr K denies completing the application, signing any agreement, or authorising his wife to act on his behalf.

Mr K says he never believed in credit cards and had never had the need for one. He says he had no previous awareness of the credit card held in his name and had always put all his trust in his wife, so did not suspect anything until he innocently checked his credit report following a change in his employment circumstances. On confronting his wife, Mr K says she disclosed her struggles with a gambling addiction and accepted responsibility for the credit card debt with MBNA.

Mr K says that MBNA rejected his fraud claim when raised and it held him responsible for the balance owed on the credit card, requesting that he repay the debt owed. So, he requested our service determine whether he should be liable for this debt.

Our investigator considered the matter, which included requesting further evidence from the bank from which payments were sought towards the credit card balance. It provided information to show the account in question was solely held in Mr K's wife's name, and information presented by MBNA evidenced that Mr K's contact details were different.

Mr K also presented substantive evidence of correspondence between him and his wife which the investigator felt corroborated with his testimony – in that the card was taken out without his authority.

So, the investigator believed that Mr K would not have been aware of the credit card as this wasn't information that Mr K would have specifically been privy too.

As MBNA disagreed, the case has been passed to me to review.

## **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 Mr K, I have reached the same overall conclusion as our investigator. I do not think MBNA has acted fairly in holding Mr K liable for the balance owed on the credit card, and I'm not persuaded Mr K had an awareness of the card or how it was being used by his wife until more recently.

On considering this matter, I've considered all submissions and will refer to those crucial aspects which impact the decision I'm making.

My focus has also been on the actions of MBNA and whether it acted reasonably towards Mr K. I've carefully reviewed everything presented, to get an understanding of what happened so I can understand the sequence of events fully from the time of the credit card application through to the point at which Mr K says he became aware of what had happened.

I also realise this has all been very upsetting for Mr K and I appreciate that he has been through a difficult experience and the impact of realising what has happened has been considerable on him. He has my greatest sympathy. I'd like to acknowledge and thank Mr K for sharing a very personal and extensive message exchange that took place between him and his wife, to evidence what Mr K has told us about his awareness of the credit card. I note the correspondence details his discussion with his wife regarding the various lines of credit that were applied for without his knowledge, including the discovery of the MBNA account. And these messages also show the genuine distress caused by his wife's admission to her gambling problem. Having reviewed this I am satisfied that this is credible evidence and consistent with Mr K's testimony.

An important point to note is that a customer can't be held to the terms of a credit card agreement they didn't enter into, or that was entered into by someone else without their consent.

MBNA explains that it is unable to provide the original application form completed in 2003 when the account was initially opened, which is fair given its record keeping obligations. But from what MBNA has provided, I note Mr K was the primary cardholder and his wife was added as an additional cardholder. And the application required wet-ink signatures from them both.

Having compared Mr K's signature with that seen on his passport, at first glance it seems there is some likeness seen between the two signatures. However, this comparison alone does not allow me to determine whether Mr K signed the application himself or whether the form may have been completed without his knowledge or consent. So, I can't be certain this alone is enough to conclude that Mr K signed the application, particularly given the wider context of what he says has happened here.

MBNA has clarified that paper statements were never sent to Mr K's home address, which could have suggested he had an awareness of the account. Instead, it seems it was only when he alerted MBNA to his concerns of fraud that paper statements were first provided. And from what MBNA says, the account appears to have been managed almost entirely online.

So, I've reviewed in further detail the account usage and in doing so I have also given particular attention to the contact details recorded and the overall management of the account and note that the evidence presented strongly supports the notion that Mr K's wife, seems to have held sole control of the card.

I say this because from what I can see relating to the device registered to be used for online access to the account – and from what Mr K has mentioned and provided in the form of WhatsApp chats that took place between him and his wife - this device was likely associated to his wife.

I appreciate that MBNA has previously suggested that as online banking was registered for and available, Mr K could've used this option to view his account activity, but here I think this argument falls away due to Mr K saying he had no awareness of the credit card account's existence.

There are also further questions around the email address and phone number MBNA held, which do not match what we hold for Mr K. Although MBNA says it cannot provide historic information going back to the point of application, based on the evidence that is available, on balance it's more likely than not that the contact details on file also belonged to his wife.

It's evidenced that a direct debit from Mr K's joint account with his wife was active briefly, but I don't think Mr K would have been alerted to anything unusual or concerning, especially considering he says he trusted his wife entirely and would not have suspected anything untoward. From what has been presented, it's also clear that from at least 2018, payments towards the credit card were made exclusively from an account held solely by Mr K's wife, and not from their joint account.

It's not clear why Mr K's wife agreed to make payments to a credit card in Mr K's name from her sole account with another bank, when an active joint account also existed, but this appears consistent with Mr K not knowingly maintaining the account and adds weight to Mr K's claim that the account was opened without his knowledge or consent.

I also note, following further analysis of the credit card account activity, that there was a pattern of large cash advances transferred from the MBNA credit card to the joint account and then immediately transferred to Mr K's wife's sole bank account.

These points when considered together strongly suggest Mr K was not operating the account and instead his wife independently seemed to be managing affairs relating to the credit card. And I am persuaded that these movements seem consistent with someone acting without the knowledge of the named cardholder and indicate that Mr K's wife was benefitting from the credit card balance transfers.

I've also been mindful that a gambling addiction can involve secretive behaviour, often with the individual concerned becoming heavily reliant on sourcing various streams of money to fund their addiction. Based on the evidence, I am persuaded this was the case here.

Mr K explains that his wife has admitted to the extent of her actions and is remorseful. He feels that she is accountable for what happened here and used the credit card to fund her gambling addiction, but he also believes that MBNA were negligent, mentioning that despite the length of time the card was open, never at any point as far as he is aware, did MBNA attempt to contact him about his account. Even despite the large number of balance transfers and spending made on the account at certain points during this period.

I understand Mr K's strength of feeling on this matter, and I appreciate that he feels that this would have provided him with an insight into what was happening sooner, but considering this spending was in keeping with historic activity seen on the account over some time, I am satisfied that this alone would not have been cause for concern for MBNA. But even if they had contacted him the details they held weren't accurate anyway.

But with that being said, having given all the evidence considerable thought, the management of the account, the source of payments, the contact information recorded, the balance transfers noted, and the evidence presented by Mr K which supports his testimony. It's not possible for me to definitively say that MBNA has presented any conclusive evidence to suggest that Mr K had an awareness the credit card with MBNA existed in his name, and so I conclude that it would be unfair for MBNA to hold him liable for the balance.

I note Mr K has raised concerns about the service he received from MBNA during the course of this matter. I appreciate that the circumstances have been difficult for him, and it is understandable that he has found the situation stressful. But I am satisfied that MBNA took steps to support him. And as MBNA considered Mr K liable for the balance at that time, acted reasonably in continuing to seek repayments.

Finally, determining whether Mr K received any incidental benefit from the credit card over more than 20 years is not possible with the evidence available. I note Mr K maintains he entrusted his wife with his income, and large sums of money acquired through his employment throughout this period. And has not been able to account for this money since the recent revelations. But we do know, the most recent payments made on the account were towards gambling sites - which we now know were likely made by Mr K's wife.

It's also difficult to say with any certainty whether Mr K unknowingly benefited from the balance transfers made over the years to his wife's sole account. And although I can see a lump-sum payment of £24,996 was made towards the balance on the account on 22 January 2024, it's not been possible to determine where this money originated from.

Given these uncertainties, I cannot be confident in requesting that MBNA should unwind the account back to its opening in 2003, as is a usual request in these circumstances. So, I think here given the circumstances, it would be fair and reasonable for MBNA to write off the remaining balance of the card and wipe any negative credit information linked to this account from Mr K's credit history.

### **Putting things right**

For the reasons I've explained, I uphold Mr K's complaint.

To reach a fair and reasonable outcome here, I require MBNA to:

- MBNA should write off the outstanding balance on the account in full.
- MBNA should refund all repayments Mr K has himself personally made towards the debt accrued on the account since raising his concerns with MBNA, to the date of settlement.
- MBNA should add 8% simple interest to these payments, to reflect Mr K being deprived of his money.
- Mr K's credit file should be amended, removing all reference of the credit card account from his credit file.

### **My final decision**

I uphold Mr K's complaint against MBNA Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 March 2026.

Sukhdeep Judge  
**Ombudsman**