

## **complaint**

Mr Z complains that MBNA Limited will not refund payments he says he did not make with his credit cards.

## **background**

Mr Z disputes over £1,200 of total payments made with his cards between 15 and 25 January 2016. He says he never received the cards and that he was not living at the address where they had been sent. The chip on the cards was read for each payment but the PIN was not entered. They were a series of contactless payments.

The adjudicator did not recommend that the complaint be upheld. He said he had listened to a call that Mr Z had with MBNA on 12 January 2016. Mr Z had been told that new cards had been issued the day before. He did not mention then that the address they had been sent to was not his or ask that they be cancelled. Mr Z later gave MBNA inconsistent information about who lived at that address - first saying it was tenanted and then that his parents lived there.

Mr Z did not agree and wanted his complaint to be reviewed by an ombudsman.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've listened to the call referred to above and to his discussion with the adjudicator here about it. I agree that he was aware that the new cards had been sent out. He did not alert MBNA to any issues with his address. I think it would have been reasonable for him to do so especially as the purpose of his call that day was to discuss a previous fraud on his account in 2013. He also did not tell MBNA that he didn't receive the cards at this address for several days despite knowing that they had been sent. He checked the balance on his account when he accessed online banking on 25 January 2016 at 12.54pm and reported the disputed payments at 5.49pm.

I've looked at the case notes made by MBNA. Mr Z first told it that the address it had for him on record was tenanted and that this would be the reason why the cards would have been misused. He said that he very rarely went to the area of the property. About a month later he then said that his parents owned the property and had moved back about six months earlier. He said that he used the property to receive letters as he had been homeless. That would be consistent with MBNA's notes that it used this address before to send him a copy statement in September 2015. It also says that it had held this address on record for Mr Z between 2003 and 2010 and then since June 2012.

I won't be able to say exactly what happened here. But I don't think that Mr Z's explanation is consistent and credible. So I don't find on balance that these payments were carried out without his knowledge and authority. I won't be asking MBNA to refund the payments.

**my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 30 January 2017.

Michael Crewe  
**ombudsman**