

complaint

Mr J is unhappy that his request to have his credit card debt written off was declined by MBNA Limited and a confusing counter offer made by it. Mr J is suffering from cancer and is unhappy that MBNA did not respond to his correspondence.

background

Mr J has held a credit card with MBNA since 2010. In May 2011 he was diagnosed with cancer. He sent MBNA an income and expenditure form in August 2011 requesting his debt be written off. MBNA responded to accept Mr J's offer of £140 per month, a reduction in interest and the waiver of future default charges. Mr J responded to say his request had been misunderstood. MBNA did not reply.

The adjudicator did not recommend that this complaint should be upheld. She concluded that while MBNA had mistaken Mr J's request, for an offer to pay £140 per month, this error had not caused Mr J any loss or hardship. She concluded that MBNA had acted positively and sympathetically in stopping charges and interest on the account from November 2011. She also considered it fair and reasonable that MBNA has offered to refund interest applied since September 2011.

Mr J disagrees, through his wife, Mrs J, who says she and her husband cannot repay the debt due to his ill health and his loss of employment.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have sympathy with Mr J and his wife who face financial difficulties as a result of his illness. I accept that they feel that the debt Mr J owes to MBNA is compounding their stress and difficulties. However, in all the circumstances, I agree with the adjudicator in finding that MBNA is not in error in declining to write off the debt. I find that the debt remains payable and that MBNA is entitled to enforce the debt in spite of Mr J's circumstances. I agree with the adjudicator that MBNA's misunderstanding of Mr J's request that his debt be written off, did not compound his difficulties.

In addition I am satisfied that MBNA has treated Mr J positively and sympathetically in stopping all interest and charges since November 2011. I consider MBNA's offer to refund interest applied from September 2011 also to be fair and reasonable. I note MBNA has said it will not actively pursue Mr J for the repayment of the debt. In all the circumstances, I do not consider that I can fairly require MBNA to do anything further.

my final decision

My decision is that I do not uphold this complaint. I leave it to Mr J to decide whether to accept MBNA Limited's offer to refund £178.49, being interest applied from September 2011.

Zoe Copley
ombudsman

