

## **complaint**

Mr R complains MBNA Limited administered his credit card account poorly and sold his debt to a third party. He also complains MBNA has been rude when dealing with his complaint.

## **background**

Mr R had a credit card account with MBNA. Mr R regularly failed to make the minimum payment required. But he was making some payments by cheque. Mr R is unhappy about the length of time MBNA took to credit his account when he paid in those cheques. He also complains it sold his account to a third party, changed his credit card number, spoiled his credit file and has been rude when dealing with his complaint.

The adjudicator did not recommend the complaint should be upheld. He concluded:

- MBNA sent Mr R a default notice which explained it might sell his debt, therefore, it didn't make an error when it sold the debt; and
- as MBNA used a clearing bank to clear cheques it could only clear cheques within the clearing bank's timescale, which is what seems to have happened.

Mr R disagrees. In summary, he repeats his original complaint and says:

- he never received the default letter and believes it has been created to falsely and illegally spoil his credit file; and
- this service should take action.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

The terms and conditions of Mr R's account with MBNA permit it to sell his debt to a third party. MBNA has provided this service with a copy of the default notice it sent to Mr R. This notice warns Mr R the debt might be sold. Mr R says he never received this letter. He believes the letter has been created by MBNA to spoil his credit file. I consider it is in MBNA's interests for debts to be paid. I therefore consider it unlikely MBNA would deliberately fail to send a default notice so it could spoil Mr R's credit file. Instead I consider the letter was sent and, as most correctly addressed letters are received, that Mr R did receive it.

Mr R complains MBNA changed his credit card number. Whilst I accept this might be inconvenient, I don't consider it would be right to make an award.

Mr R complains MBNA takes too long to clear cheques. As it and the adjudicator have explained, MBNA uses another bank to clear the cheques. On each credit card statement it has set out the different ways Mr R can make a payment and has warned him to allow five business days before the payment is due if he is paying by cheque. Mr R has specifically complained about two cheques he sent. One was sent on 30 August for £150 and he hasn't said when the other was sent. I have asked MBNA to provide me with a copy of the form MBNA received from Mr R sending in the 30 August cheque. This shows that although Mr R says he sent it on 30 August it wasn't received by MBNA until 17 September. The cheque

was then credited to the account the following day. I consider this to be a reasonable amount of time to take to credit the account.

MBNA has a duty to provide correct information to credit reference agencies. I don't, therefore, consider it has done anything wrong by telling credit reference agencies Mr R's account has defaulted.

I have read the letters from MBNA to Mr R. I do not find any of them rude although some of them are very formal.

**my final decision**

My decision is that I do not uphold this complaint.

Nicola Wood  
**ombudsman**