

## **complaint**

Ms W complains MBNA Limited defaulted an account and agreed to write off the debt but has gone back on this.

## **background**

I issued a provisional decision about this complaint on 15 August 2014. The complaint concerns two debts that Ms W says she settled with money she received following her divorce. MBNA says that Ms W only ever settled one of the debts. In my provisional decision I said that I considered it likely that Ms W believed she was settling both debts she owed MBNA when she agreed a settlement figure with MBNA's agent. As I also believed Ms W has since changed her position, I said that I was minded to require MBNA to write off the other debt it says Ms W owes.

Both sides were invited to comment on my provisional decision.

MBNA disagreed with my provisional decision. It said that its agent had only been asked to deal with the credit card debt Ms W owed and so would not have said that she was settling both debts. MBNA provided copies of the types of letters its agent would have sent to Ms W and notes from its agents. Ms W was asked to comment on MBNA's response and did so.

## **my findings**

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

In my provisional decision I said that I was satisfied that Ms W had a substantial amount of debt when her divorce began and that even after she had received her lump sum she could not pay it all off. I said I was also satisfied that she had a number of creditors and that she approached them all with a view to settling her debts as best she could. I remain of that view.

In my provisional decision I said I considered it unlikely that Ms W intended to settle only one of her debts when she spoke to MBNA's agents in 2010. I said I considered it more likely than not that she wanted to settle both.

I am not satisfied that the notes MBNA has forwarded from its agents show it is more likely than not that MBNA's agent made it clear it was only dealing with Ms W's credit card debt. I remain of the view that Ms W believed she was settling both debts she owed given that I am satisfied that she was approaching all her creditors with a view to settling all her debts as best she could as she wanted "to be debt free and wipe the slate clean". I also, therefore, remain of the view that it is appropriate to require MBNA to write off the debt it says Ms W owes it (having bought it back from any third party who owns it if that is the case).

## **my final decision**

My final decision is that I require MBNA Limited to write off the debt it says Ms W owes it.

Nicolas Atkinson  
**ombudsman**