

## **complaint**

Miss C complains that MBNA Limited broke the terms of an agreed repayment plan by selling her debt to a third party company.

## **background**

Miss C says she experienced financial difficulties in 2017 and told MBNA. She says there was an agreement in place to repay her debt at £10 a month. But MBNA ended that agreement and sold her debt to a third party company I will call "P".

MBNA doesn't accept that there was agreed plan in place and says Miss C couldn't afford a plan. It says it tried to help Miss C by waiving interest and fees but says it told her that the account would default. It also says under the account terms and conditions it can sell a debt if it wishes.

Miss C brought her complaint to us but investigator didn't think MBNA had acted unfairly or made a mistake. She thought MBNA had acted positively and sympathetically by not charging fees and interest and had written to Miss C explaining the position. The investigator thought MBNA was entitled to sell the debt if it wished under the account term and conditions.

Miss C was unhappy with that view and says her financial and health difficulties were not taken into account. And that she had been evicted from her home. She also says MBNA didn't make P aware of her difficulties as it tried to contact her on numerous occasions. Miss C says this has made her health problems worse and would like the debt written off.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've come to a similar conclusion as the investigator. I realise Miss C will be disappointed by my decision. I also appreciate how difficult the last couple of years must have been for her and I recognise the stress she must have felt as a result of the circumstances she's found herself in.

Banks and Building societies should treat customers in financial difficulties positively and sympathetically. I can see that MBNA from the end of 2017 stopped all interest and charges and also refunded some of them. I'm also satisfied that MBNA explained in its letters that the account would default. So I'm satisfied MBNA did act in a positive and sympathetic manner. I appreciate Miss C says she thought there was an agreed plan in place but I don't think that was the case and I think the letters MBNA sent her accurately explained the position.

I've looked at the account terms and conditions, which I think Miss C would've agreed to when the account was opened. And I'm satisfied that MBNA is entitled to sell a debt if it wishes. So I don't think it acted unfairly or made a mistake by doing so here. I appreciate Miss C says MBNA should've told P about her financial difficulties. But I can see that MBNA says that it did. Miss C hasn't explained why she believes that's not the case. And she may have taken that view as P has tried repeatedly to make contact with her. I don't think that's unusual in this type of case where a business takes over a debt. But I think it's something Miss C will need to take up with P.

I can see that Miss C is concerned about how MBNA dealt with an income and expenditure form that she sent it. But I make it clear that I think that was previously dealt with by MBNA paying her compensation which I can see Miss C accepted.

Overall whilst I recognise the very difficult position Miss C is in – I can't fairly order MBNA to do anything further in the circumstances of this complaint. I appreciate Miss C would like the debt written off but that's something she will need to raise with P.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 March 2019.

David Singh  
**ombudsman**