

## **complaint**

Mrs M wants MBNA Limited to honour its agreement to accept partial settlement of an outstanding debt.

## **background**

Mrs M entered a debt management plan. Her debt management company (DMC) offered MBNA a partial settlement on her outstanding debt.

MBNA accepted the offer on 2 October 2015. MBNA said its' offer would remain open until the debt was sold. Once MBNA sold the debt, Mrs M would need to renegotiate with the new purchaser.

On 9 October 2015, MBNA sold the debt. The purchaser wouldn't agree the same terms. Mrs M wants MBNA to repurchase the debt and honour the original settlement agreement.

Our adjudicator didn't recommend that Mrs M's complaint be upheld. She understood Mrs M's sense of frustration but didn't hold the bank liable for selling the debt. Our adjudicator said MBNA's letter of early November 2015 referring to the sale of the debt didn't mean MBNA hadn't already sold it in October 2015.

Mrs M is unhappy with our adjudicator's conclusions. She says the purchaser of the debt told her DMC that it referred the offer back to MBNA on 29 October 2015. Mrs M doesn't know why MBNA refused the offer and would like this investigated. Mrs M wants to know why MBNA took the time to negotiate a settlement if it didn't intend honouring the agreement. And that if MBNA has asked Mrs M for a specific date she could settle the debt, Mrs M would've told it that she was getting the funds together.

## **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'm sorry to disappoint Mrs M but I can't reasonably find that MBNA should recall the debt as she would like. MBNA accepted Mrs M's offer on the basis it might still sell the debt. And if this happened, Mrs M would need to renegotiate with the purchaser.

The DMC's offer of 29 September 2015 said Mrs M had money *"available for the final settlement of their account with you"*. And *"when we receive notice of your acceptance, we will send payment"*. There was nothing to indicate that Mrs M would need time to raise the money. And MBNA didn't agree to delay selling the debt to allow Mrs M to raise the money.

I understand that another email from the DMC said the money would be available in the next few weeks. But MBNA responded to the terms set out in the DMC's letter of 29 September 2015. This letter didn't say anything about needing time to raise money. As MBNA hadn't heard from the DMC and hadn't received payment, I don't find it did anything wrong when it sold the debt in line with the terms of Mrs M's account.

Mrs M asks why MBNA refused the settlement offer at the end of October 2015. I can't be sure what the purchaser said to MBNA. But as MBNA had sold the debt by this time, it would've been up to the purchaser whether it accepted Mrs M's offer – not MBNA.

I can understand why Mrs M was concerned to receive a letter in early November 2015 telling her MBNA was selling the debt. But I'm satisfied MBNA had already sold the debt earlier in October 2015. And MBNA confirmed this to the DMC shortly after the sale took place.

I'm very sorry that my decision is likely to disappoint Mrs M. But I don't find MBNA has done anything wrong.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 July 2016.

Gemma Bowen  
**ombudsman**