

## **The complaint**

Miss W complains that MBNA Limited have registered a default on her credit file.

## **What happened**

Miss W opened a credit card account with MBNA in 2019.

In June 2021 a payment was missed on the account and the credit limit was exceeded. A further payment was missed in September 2021.

A partial payment was made in October 2021, but no payments were made in November 2021 or December 2021. A partial payment of £40 was received on 17 February 2022. At this point the account was in arrears with a balance of £1063.46.

MBNA sent emails and texts to advise Miss W that the account remained in arrears. On 24 December 2021 MBNA sent a Notice of Default to Miss W.

On 9 February 2022 MBNA received notification that Miss W was no longer at the address it held for her. MBNA sent Miss W a text message to let her know that it no longer held her current address. No response was received.

On 21 April MBNA sent a Final Demand letter. No response was received. The account was defaulted on 5 May 2022.

Miss W contacted MBNA to complain in March 2023. She was unhappy that the account had been defaulted without contacting her and said she hadn't received any letters from MBNA. She was unhappy that her credit file had been impacted and wanted the default removed.

In its final response, MBNA said it had notified Miss W of the arrears on her account via statements and by email and text but had received no response. It said that as the default was correctly registered, it was unable to amend Miss W's credit file.

Miss W remained unhappy and complained to this service.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've reviewed the statements of account and the system notes. Based on what I've seen, I don't think MBNA made an error when it registered the default. I'll explain why.

I can see from the statements that Miss W's account fell into arrears in June 2021. Between June and December 2021 further payments were missed and the arrears increased.

I can see that MBNA made numerous attempts to contact Miss W about her account. It sent arrears letters to the address held for her account and also sent texts but received no response.

Miss W has said that she didn't receive any letters. Miss W has told this service that she moved abroad in December 2021 and made forwarding arrangements for her post from that point onwards. This doesn't explain why Miss W failed to respond to arrears letters sent by MBNA prior to 31 December 2021.

I can see that MBNA sent a Notice of Default on 24 December 2021 and a Final Demand on 21 April 2022. Because MBNA received no response, it registered the default. Based on what I've seen, I'm satisfied that MBNA followed the correct procedures here. I'm unable to say that MBNA made an error when it registered the default.

Miss W has said that she didn't receive any letters from MBNA. She's told this service that she arranged for her mail to be forwarded and that no letters were received for her at the forwarding address. I've thought about this. However, I can't fairly hold MBNA responsible for the fact that Miss W didn't receive post. The obligation was on Miss W to keep MBNA notified of her current address. The terms and conditions of the account require her to do this. I can't see that Miss W notified MBNA of her new (or forwarding) address.

Even if Miss W didn't receive any letters after she had moved abroad, this doesn't explain why she didn't respond to the letters and the Notice of Default which were sent prior to the date she says she left the country.

Further, Miss W has acknowledged that she received monthly statements from MBNA whilst she was abroad. Having reviewed the statements, I think it would've been clear to Miss W that her account was in arrears. I can't see that Miss W made any attempt to contact MBNA about her account during 2022.

Taking everything into account, I'm unable to say that MBNA has treated Miss W unfairly or unreasonably. I don't think the default has been registered in error. Because of this I'm unable to ask MBNA to remove it.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 2 February 2024.

Emma Davy  
**Ombudsman**