

The complaint

Miss H complains TSB Bank plc (TSB) refused to remove her ex-partner from a joint account and defaulted her when the account went into arrears.

What happened

Miss H opened an account in her sole name in 2001. However, from 2010 the account was set up as a joint account with her ex-partner. Miss H complains TSB did not remove her ex-partner even though she had explained there had been domestic abuse in the relationship.

Miss H said TSB should have done more and instead allowed her ex-partner to remain in control of her life by accessing her income (including her son's disability allowance and child benefit). She said TSB allowed her ex-partner to take this money and wouldn't do anything about it even though she had explained this wasn't just a normal breakup but was a result of domestic abuse. As a result, the account was overdrawn and went on to default in June 2024.

TSB responded to the complaint on 7 May 2025. It didn't uphold the complaint explaining both parties on a joint account are jointly and severally responsible for the account and for repayment of any outstanding borrowings. It said either of the account holders can be individually responsible for the total amount owed on the account and it would not distinguish which party carried out the spending but would look to either party as being responsible for the whole account.

Miss H remained unhappy and asked our service to investigate. Our Investigator looked into things and explained why he didn't think the complaint should be upheld. Miss H didn't agree. In summary, she said:

- There isn't proof these were her transactions. She said it's not correct to say because some of the transactions related to beauty treatments that it automatically meant they were her transactions. Her partner had his own bank card, and he could have used it to spend on third parties.
- She said she did not refuse to give her address but said she wasn't allowed to provide a mailing address because she was living in a hostel. She didn't provide an address as she felt she shouldn't be held responsible for the outstanding overdraft debt.
- She's concerned our Investigator agreed it would be acceptable to take her off her own account which she had since she opened it in 2001 and where her son's disability, child benefit and bills were being paid. In the circumstances, it's not okay to expect her to hand over the one thing she had left.
- She said she is not liable for the money used on the account or overdraft and so will not be paying it. She is concerned our service hasn't listened to her and that we don't understand financial and domestic violence.

As Miss H didn't agree, the complaint has been passed to me to decide.

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 want to assure Miss H that I've thought carefully about all the circumstances she's explained. I thank her for her openness and the time she has spent corresponding with our service. I'm sorry to hear about the difficult circumstances in which she has complained. I've summarised this complaint in less detail than it may merit and wanted to explain there is no discourtesy meant by this. I've focussed on the key issues and the key reasons for the decision I've reached. Our rules allow me to do this and reflect the informal nature of our service.

Firstly, I note Miss H feels strongly that TSB have worsened her circumstances and ought to have removed her ex-partner from the account. I've reviewed the account notes to understand what was explained to Miss H at the time. She first informed TSB of the situation in August 2023 and was told her ex-partner could not be removed from the account because it was a joint account. TSB said that as outlined in the terms and conditions of the account, when an account is in joint names, one party cannot remove the other account holder without their consent.

This is in no way unusual for this type of account and I'm satisfied TSB have acted in line with the terms. Both parties agreed to be jointly and severally liable for the account. It's likely removal of an account holder was set out in the terms and conditions at the time. In any event, it seems Miss H would have agreed to set this up as a joint account. Notwithstanding this, I'm satisfied under the terms of the account, TSB couldn't remove Miss H's ex-partner without his consent, and I don't think TSB acted unfairly when it explained this to her.

Nevertheless, I do appreciate Miss H feels her circumstances meant TSB should have removed him. So, I've thought about what other options were provided to her at the time. For example, I can see it was explained to her that TSB could put the account 'in dispute' which meant it could prevent further use without instructions from both account holders. At this time, she was also offered account closure which would have prevented him from spending her money.

Miss H declined these options, and I do understand what she has said about feeling it was her account. But her and her ex-partner agreed for this account to be a joint account. So, from this point TSB would need both parties consent before removing any of the account holders. Miss H and her ex-partner could spend individually, and they would be liable jointly and individually for debts owed. As mentioned, TSB reasonably explained it could not remove Miss H's ex-partner from the account without his consent and it reasonably considered her circumstances by providing other options.

Miss H has raised concerns about what the Investigator has said regarding the transactions. I would note regardless of who specifically spent on the card, this point doesn't impact my decision in the circumstances here. I say this because either party could spend on the account and be held individually responsible for the whole balance. In other words, either party could be held liable for the balance, and no distinction would be made in respect of which party made individual transactions. Miss H feels it is her ex-partner's spend which overdrew the account, but again both parties could spend from the account and I'm satisfied at least some of the transactions were Miss H's. But the important point to note here is that TSB had already reasonably provided alternative options for Miss H.

Miss H has requested for the missed payments and default to be removed. However, I'd only be able to direct TSB to do this if I felt it had done something wrong which meant the missed payments were incorrectly recorded. I acknowledge Miss H has said she couldn't provide her address whilst she was living at a hostel. She has also confirmed she did not update TSB with her address when she moved and this was because she knew it would chase her for the balance. She's also confirmed she is unwilling to pay the balance.

I acknowledge what's been said about it not having her most recent address. But I don't think this changes the overall outcome here. From her testimony, it's clear she understood the account was in arrears as she explained TSB had contacted her about it. She also felt (and remains of the position) that she is not liable for the debt and is not willing to pay it. Overall, I think it was reasonable for TSB to have registered the default after arrears which Miss H was liable for were not repaid.

I acknowledge Miss H will be considerably disappointed by my decision. However, I'm satisfied TSB reasonably explained it couldn't remove her ex-partner from the account and gave her alternative options. Miss H was individually and jointly liable for the balance on the account and so I can't say TSB have done anything wrong by recording a default on the account. Therefore, I won't be asking TSB to do anything to resolve this complaint.

My final decision

For the reasons outlined above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 13 February 2026.

Laura Dean
Ombudsman