

## **complaint**

Mrs A complains that Barclays Bank PLC is pursuing her for a debt about which she knows nothing.

## **background**

Mrs A says she received a letter from Barclays in late 2014 telling her that an outstanding debt had been passed to a debt recovery agent. Mrs A says she knew nothing about this account and, as it was in her old married name, and she was remarried in 2004, the debt should be time-barred anyway.

Barclays clarified that the account was a joint account with Mrs A's ex-husband which was transferred from The Woolwich in 2007. It explained she was liable for the debt as her name was still on the account, but offered her £200 for delays in responding to her complaint.

Our adjudicator found Barclays' offer to be fair and reasonable. He found no evidence that Mrs A had requested her name to be removed from the account and was satisfied that she was jointly and severally liable for the debt. He acknowledged that Mrs A said the debt should be time-barred, but explained that the legality of the debt was for a court to decide, not this service. However, he accepted that Barclays had been slow to respond to Mrs A's complaint, but considered £200 to be fair compensation for this.

Mr A responded to say, on behalf of his wife, that Barclays did not tell Mrs A about the account's migration, that, as far as his wife could remember, her ex-husband intended to clear the balance and close the account, that the balance had increased significantly since 2007 and that Barclays had offered them no explanation for three months.

## **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 acknowledge that Mr A says his wife only had a vague recollection of the account and she wasn't notified about its migration from The Woolwich to Barclays. However, I've seen the July 2007 statement and this clearly explains the account was being closed and transferred. Mr A confirmed that he and Mrs A continued to live at the address on the statements until early 2011, so I cannot safely conclude that Mrs A didn't receive notice about the migration.

With regard to the account balance, I accept it increased from under £1,000 to over £1,500 from 2007 to 2014. As Barclays explained, this is due to the account being actively used, although Mrs A says she believed her ex-husband intended to clear the balance and close it. Indeed, in December 2007 the outstanding balance was paid off, but a monthly standing order continued and, unlike earlier months, there was no matching credit. Two cash receipts credited the account in August 2008 and August 2010, but the standing order and overdraft interest meant the account reached its overdraft limit in 2014 and charges were then applied.

Barclays says the account was marked as "Gone Away" in December 2010 due to returned correspondence, so statements weren't sent after that date. However, in August 2014, it sent a letter about the overdraft to the last address it had on file. It then sent a termination notice in October 2014. I accept Mrs A says she didn't receive these, but I can't conclude that Barclays was wrong to subsequently transfer the account to a debt recovery agency.

In summary, I need to consider whether Barclays is wrong to continue to pursue Mrs A for the outstanding debt. I am satisfied that Barclays told Mrs A about the account migration and the address on the statements matched the address at which Mrs A lived until 2011. But, although I think Mrs A knew about the account, I acknowledge that she says she wasn't using it. Indeed, I note the money that was crediting the account until December 2007 came from an account in her ex-husband's name. Unfortunately, as the account remains in joint names, Barclays is entitled to pursue both parties for any outstanding debt, so I cannot say it has made a mistake by doing so. As the adjudicator explained, this service cannot decide whether a debt is legally enforceable - that is for the courts to decide. Similarly, the courts can address Mrs A's ex-husband's liability for the debt.

That said, I find Barclays should have responded more quickly to Mrs A's complaint, but I find the £200 it has offered for this to be fair and reasonable.

### **my final decision**

My decision is that Barclays Bank PLC should pay Mrs A £200 for the delays in responding to her complaint, as it has offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 26 November 2015.

Amanda Williams  
**ombudsman**