

## **complaint**

Mrs T complains that Nationwide Building Society opened a joint account on the instruction of a member of her family but without Mrs T's agreement.

## **background**

A member of Mrs T's family opened a joint account without her knowledge or agreement. The family member later closed the account but charges and interest continued to mount up.

Debt collectors started to write to the family member using Mrs T's address.

Nationwide says that the family member completed an addition of account holder form in 2007. But Mrs T wasn't added to the account until August 2012. This shouldn't have happened as the form was only valid for six months from the date of signing.

In December 2014, Nationwide removed Mrs T as joint account holder. It told the debt collection company that Mrs T wasn't liable for the debt and arranged for any adverse entries to be removed from Mr T's credit file. Nationwide also offered £250 compensation for Mrs T's trouble and upset.

Mrs T was unhappy with Nationwide's response. Through her solicitor, she wanted it to explain how she had come to be added to the account. And Mrs T wanted Nationwide to stop sending letters to the family member at her address as they don't live with her. Mrs T wanted Nationwide to pay more compensation for her distress and the problems she might have had getting credit. Mrs T also wanted Nationwide to contribute to her legal fees.

Our adjudicator didn't recommend that Mrs T's complaint be upheld. He was satisfied the offer to remove any adverse information associated with the debt and pay £250 was fair and reasonable.

Mrs T asked me to reconsider her complaint as she wants Nationwide to pay her compensation of between £1,000 and £2,000.

## **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 appreciate that Mrs T has found the situation distressing. It appears that Mrs T first learned she was named on the account when she visited a Nationwide branch in late 2014. I can understand that Mrs T was concerned to discover this, particularly when the joint account was significantly overdrawn. But by mid December 2014, Nationwide had reassured Mrs T that it had removed her name from the account and would amend her credit file.

The debt recovery company never pursued Mrs T for payment as it wasn't aware that she was named on the account. The debt was sold before Mrs T was added to the account. I am satisfied that a member of the bank staff made a clerical error when it processed the addition of account holder form a number of years after it was signed. I realise that Mrs T would like a detailed explanation of what happened. But I don't find it reasonable to require Nationwide to explain more than it already has.

Nationwide isn't willing to share the form or letter that her son completed to add her to the account. I appreciate that this is frustrating for Mrs T but I can't reasonably order Nationwide to give copies to Mrs T.

It doesn't appear that Mrs T applied for any credit while her name was associated with her the family member's account. So I don't find that Nationwide is responsible for any financial loss to Mrs T. And this service doesn't usually award professional fees, so I'm not persuaded that Nationwide should be asked to contribute to Mrs T's legal costs.

Mrs T says she has recently had some contact with the family member concerned. The family member says they gave Nationwide a forwarding address. But Nationwide sold the debt in 2011. So it isn't responsible for updating the debt collection company records. It is of course up to the family member concerned whether they want to give the debt collection company their current address.

If Mrs T is still receiving letters addressed to the family member, I suggest she contacts the debt collection company to ask it to stop. And if she remains unhappy, Mrs T can bring her complaint about the debt recovery company back to this service.

I realise that Mrs T wants Nationwide to pay more than the £250 it has offered. I don't doubt the significant level of upset the mistake has caused Mrs T. But it isn't the role of this service to punish banks. I'm satisfied the Nationwide's offer to pay £250 together with the removal of any adverse information from Mrs T's credit file, is fair and reasonable.

### **my final decision**

My decision is that I don't uphold Mrs T's complaint. I leave her to decide whether to accept Nationwide's offer to pay £250 together with the removal of any adverse information, in full and final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 28 October 2015.

Gemma Bowen  
**ombudsman**