

complaint

Mr J is unhappy that Barclays Bank PLC is asking him to repay a debt he says was caused by his ex-wife's spending.

background

Mr J has a current account with Barclays. The account was originally in his name only. But in 2005, Mr J's wife – now ex-wife - was added to the account. Over time the account became overdrawn. Mr J says this was due to his ex-wife's spending. He says he never asked for his ex-wife to be added to the account.

Mr J says Barclays allowed his ex-wife to keep spending his money while shutting him out of the account. He says his ex-wife has money in her own account – Barclays should ask her to repay the debt, not him.

Mr J is also unhappy with the service he has received from his account manager. He also had problems when he wanted to update his address. Barclays paid £50 into Mr J's account in January 2015 for the delay in dealing with his complaint. The bank also sent him a £50 cheque in March 2015. This was because Mr J was given the impression Barclays would get the debt repaid by his ex-wife.

Mr J brought his complaint to us. Barclays accepts that it should have told him who his account manager is and what address he should write to. It also apologised for the trouble Mr J had when he wanted to update his address. Barclays offered him a further £100.

Our adjudicator found that our rules meant we couldn't look at what happened when Mr J's ex-wife was added to his account. He also found that most of the debt happened before Barclays knew there was a problem. The adjudicator also found Barclays' offer of £100 for Mr J's other issues was fair.

Mr J remains unhappy. He wants an ombudsman to look at his case.

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 satisfied Barclays has made a fair offer.

Mr J has made many points to support his complaint. I won't comment on each of these individually. My final decision focuses on what I consider to be the main issues. I've dealt with these below.

account opening

Our powers are set out in the 'Dispute Resolution: Complaints (DISP)' rules which can be found in the Financial Conduct Authority's Handbook. These rules are clear that there are time limits for people to bring complaints.

In general terms and relating to this case, the rules say that I can't consider this complaint if it is brought to us more than six years after the event being complained about. Mr J's ex-wife was added to his account in September 2005. He brought the complaint to us in May 2015 – more than six years later.

A complaint can be made later if it is brought to us within three years of when Mr J should have reasonably been aware he had a reason to complain. I'm satisfied this isn't the case here. Account correspondence was sent in joint names from September 2005. Mr J should have been aware from this time that he had cause to complain.

I can also look at Mr J's complaint outside of the time limits if there are exceptional circumstances. I've seen nothing that shows this is the case here.

I'm satisfied that our rules don't allow me to look at how Mr J's ex-wife was added to his account. Mr J has said he accepts this.

who is liable for the debt?

Once Mr J's ex-wife was added to his account, she had as much right as he did to use the account. It doesn't matter that it was Mr J who was putting money into the account. As a joint account holder his ex-wife had equal claim to the money in it.

Similarly, it doesn't matter who then spent the money. Each account holder was equally responsible for the debt. Barclays is able to ask either account holder to repay it.

From what I've seen, Barclays became aware there was a problem between Mr J and his ex-wife in early June 2014. The account was overdrawn at this time. Further spending did happen afterwards.

I've looked at the account statements. The further spending wasn't carried out by Mr J's ex-wife. The spending was made up of direct debits and standing orders – before Mr J cancelled them in September 2014. These were for normal household bills such as the mortgage, council tax and utility bills. There were also overdraft fees and charges. So I'm satisfied Barclays didn't allow Mr J's ex-wife to increase the debt after it was aware there was a dispute.

Mr J is unhappy that after his and his ex-wife's debit cards were cancelled, she was able to order a replacement card. But the cards were cancelled in March 2014. This was before Barclays knew there was a problem. His ex-wife ordered a replacement card in the same month. Again, this was before Barclays knew about the dispute. As a joint account holder, Mr J's ex-wife was entitled to order a new card.

Mr J also says that Barclays effectively "shut him out" of his account when it cancelled his debit card. He says without this he couldn't check the account balance or his ex-wife's spending. I don't accept this. Mr J still had access to internet banking to check the account.

Mr J has questioned why Barclays didn't remove the overdraft. He got a letter from the bank in May 2014 saying the overdraft would be cancelled because nothing was being paid into the account. But this was only if he didn't get in touch with the bank.

Barclay's records show that Mr J called in early June 2014. He said he would be putting money in to the account. Mr J says he doesn't remember making this call. But I can see this was the same call when he told Barclays about the problems he was having with his ex-wife. Also, a small credit was paid into the account the following day. So I'm satisfied that it was reasonable for Barclays not to remove the overdraft.

Mr J says Barclays should be asking his ex-wife to repay the debt – she has money to do this in other accounts that are in her sole name. Barclays has told him that it won't comment on other accounts that may be held where Mr J isn't an account holder. I'm happy this is reasonable.

Mr J says he asked Barclays numerous times to remove his ex-wife from the account. But his ex-wife was also a joint account holder with equal rights to the account. So I wouldn't expect Barclays to remove her just on Mr J's say so.

In the circumstances, I'm satisfied that Barclays is entitled to ask Mr J to repay the outstanding debt on the joint account.

account administration

Barclays accepts there have been problems with some of the administration on this account. The bank accepts it didn't tell Mr J who his current account manager was. Nor did he have the current address for his account administration. It has said sorry to Mr J for this.

Mr J says his account manager should have stepped in some time ago to sort out the overdraft problem. I don't agree. It is still down to the account holders to monitor the account and the spending on it.

Barclays also accepts it should have updated Mr J's address quicker than it did. Again, it said sorry.

Mr J is also unhappy he received a letter from Barclays saying he had approached a debt management company. He says this wasn't the case. But Barclays did get a call from one of the account holders to say they had an appointment with a debt management company. Presumably, it was his ex-wife who called the bank. As Mr J is a joint account holder, I think Barclays did the right thing in confirming this to both him and his ex-wife

Barclays paid Mr J £50 in January 2015. This was paid straight into his bank account. It was for the delay in dealing with his complaint.

Mr J also says Barclays told him it would recover the outstanding debt from his ex-wife. Barclays apologised if he was given that impression. It sent him a cheque for £50. Mr J says he has never received this. Barclays should check to see if Mr J has cashed this. If he hasn't it needs to send him a replacement.

In the circumstances, I'm satisfied that Barclays' offer to pay Mr J a further £100 is fair.

my final decision

My final decision is that Barclays Bank PLC has made a fair offer. The bank does need to re-issue the £50 cheque it sent to Mr J in March 2015 if he hasn't already cashed it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 30 October 2015.

John Miles
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