

## **complaint**

Mr T complains that National Westminster Bank Plc has passed his account to a debt collection agent and is not pursuing a joint account holder for the debt.

## **background**

Mr T took a loan in 2004 and a default was recorded in 2005. He agreed a repayment plan with NatWest for a 12 month period. It was not able to contact him when this expired and since 2007 his account has been managed by debt collectors and he has continued to make payments. When he complained to NatWest it put his account on hold to enable him to send in income and expenditure information. Mr T says that the loan was in joint names with another party and that it is unfair she is not being pursued for repayments.

The adjudicator did not recommend that the complaint should be upheld. She said that:

- Mr T had not been in contact with NatWest to provide updated details and his payments had not been reviewed since 2006.
- The information provided did not indicate that the loan was in joint names, although she could see that there had been a joint current account.
- Mr T had provided correspondence about payment difficulties and a debt management plan involving Mr T and the other party.
- As this correspondence mentioned that direct debits and standing orders would be cancelled she concluded that this related to the joint current account.
- She said that even if the loan direct debits had been made through the joint current account, this did not make the other account holder liable for the loan.
- NatWest did not have to take account of any private arrangement Mr T may have had with the other party to make payments.
- Even where a debt is in joint names, each borrower is jointly and severally liable which meant that either borrower could be pursued for the full repayments.

Mr T did not agree and said, in summary, that given the time that has passed he has no more information but he asked that this service investigate further. He said that he has been treated unfairly and has had to make payments over a long period and that there was a shared responsibility with the other party.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I understand that Mr T believes that the loan is in joint names. In my view the evidence provided by NatWest shows that this is not the case. Mr T has no further information about the loan and given the passage of time I do not consider it unreasonable that NatWest is unable to provide anything further.

Having reviewed the paperwork I agree that Mr T and the other party he names had a joint current account. I say this because the account number ending in 419 has been quoted in a

letter to Mr T from the current debt collectors dated 1 March 2014 and is shown in a letter to the other account holder Mr T has provided dated 5 September 2005. The letter to the other account holder also refers to a direct debit from this account to a loan account and I consider that this relates to Mr T's loan with an account number ending in 248.

The letter from the debt collectors says that the current account is in credit and this is being set off against the amount owing on the loan. I am unable to conclude that anyone other than Mr T bears a responsibility for repayment of the outstanding loan. It may be that Mr T had a personal arrangement with the other joint account holder about repayments, but this is not something that NatWest could enforce, even if he was able to provide stronger evidence.

I note that Mr T has been making the reduced payments first established in 2006 for a considerable period. These have not been reviewed to take account of any changes to his personal circumstances. It seems this is because he did not respond to requests to review this when first asked by NatWest in 2007. As a result I do not consider it was unfair that the debt was then passed to debt collectors. Mr T has been offered a review now but he has not taken the opportunity to do this yet. I recommend that he does this, especially if he is having difficulty making payments, and I would expect NatWest to treat any financial difficulties he has positively and sympathetically.

I appreciate Mr T will be disappointed by my decision.

#### **my final decision**

In light of the above my decision is that I do not uphold this complaint.

Michael Crewe  
**ombudsman**