

summary of complaint

Ms C complains that her name remains on a joint account she held with her ex-husband although she has repeatedly asked National Westminster Bank Plc to remove her name. She considers that it should not pursue her to pay off the overdraft on the account given that it should have removed her name from the account and since her ex-husband has indicated he will take sole responsibility for the overdraft.

Ms C complains that NatWest has started collections activities and this has adversely impacted her credit file. She complains that NatWest made her close her sole account with it – and this was a mistake.

background

The background to the complaint was set out in my provisional decision.

In brief, Ms C said that NatWest should not pursue her for this debt because it should have removed her name from the account in 2010 when she paid off more than half of the overdraft.

She maintained that it should remove the information it had registered on her credit file. As if it had done what it should have done with the joint account she would have had no continuing liability for the account.

She said that NatWest had acted unfairly in closing her sole account in response to the activities on her joint account. Activities over which she says she has no control because it is her ex-husband who has continued to run up the debt.

NatWest says it is entitled to pursue her for the debt. But it will only do so if it cannot recover the money from her ex-husband. It says it closed her account because she had switched to a third party bank.

I explained in my provisional decision why I did not propose to uphold the complaint. On the basis that Ms C is responsible for the debt. I concluded that NatWest had not made a mistake either in registering the adverse information from her credit file or in closing her sole account.

I invited the parties to let me have their responses to my provisional decision.

NatWest's response was that it had closed Ms C's sole account because she asked it to do this. So it should not have to pay her any compensation. Aside from this it said it had nothing further to add.

Ms C response was to re-iterate the submissions she had made before about what NatWest should have done about the joint account and her sole account. She said NatWest's response and behaviour regarding her sole account was inaccurate as it had put her sole account on hold entirely because of what had happened to her joint account and it had admitted this. Its behaviour has *"appalled"* and *"humiliated"* her.

She considers, that my provisional decision highlights that I have only taken into account what is fair and reasonable for NatWest. She tells me *"all you have done is apply the rules of a discredited banking system"*.

my findings

I have re-considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where necessary and/or appropriate, I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances.

liability for the debt

It is clear that Ms C has behaved with integrity and she has found herself in this very unfortunate situation through no fault of her own. I have to consider if the bank is responsible for this. I know Ms C very vehemently disagrees with me but she is entirely responsible for the debt. Albeit she tells us her ex-husband has made promises – which he appears not to have kept, to take on the whole of the debt by himself. In the circumstances I consider it would not be fair and reasonable for me to require NatWest to release her from the debt.

It follows that on balance I do not consider NatWest made a mistake in pursuing her for the debt and registering information on her credit file. The bank is obliged to provide accurate information on customers' credit files. This is what it appears to have done here and so I cannot reasonably require it to remove the information.

the sole account

Ms C maintains it was wrong for NatWest to close her sole account. She tells us its actions were a direct consequence of what was happening with the joint account. Even if this were the case and NatWest says it is not – it is still entitled to close the account provided it follows the account terms and conditions and it appears to have done this. On this basis I have no proper basis to say it should not have done this.

Ms C tells us she was told on the phone by NatWest that it was putting her account on hold because of what was happening with her joint account. She says she then had no choice but to move her account.

NatWest's letter to her says that it closed her account because she moved her banking relationship to another bank.

Looking at the timing of the closure of her account and given that NatWest has not been able to provide us with information about the phone call with Ms C, I consider Ms C has been given conflicting information by it, which is likely to have caused her distress and inconvenience. Whilst I appreciate that the bank does not consider any compensation is warranted, and Ms C is likely to consider this is not satisfactory, I consider that £100 is fair compensation for this.

the offer from NatWest

NatWest has made an offer to Ms C. The bank says it will only ask her to pay the debt if her ex-husband does not keep to the repayment plan he has agreed with it.

But I am not satisfied that goes far enough. Ms C says she would struggle to pay back the debt given her financial circumstances and family responsibilities. This suggests that if NatWest pursued her for the debt she may experience financial difficulties. So NatWest is

now on notice that if Ms C's ex-husband does fail to keep up the repayments it needs to consider Ms C's financial situation before it takes any action against her.

If Ms C demonstrates she is experiencing financial difficulties NatWest will need to treat her in a positive and sympathetic way.

my final decision

My final decision is that National Westminster Bank Plc should pay Ms C £100 compensation for distress and inconvenience.

Joyce Gordon
ombudsman