

complaint

Mr C complains that he has no knowledge of a debt which Lloyds Bank plc (previously Lloyds TSB Bank plc), is pursuing him to repay.

background

A joint account was opened in the names of Mr C and his now ex-wife in or around 2001.

The account defaulted in 2012 and Mr C is being pursued for the outstanding debt.

The adjudicator did not recommend that the complaint should be upheld. She concluded that Mr C was jointly and severally liable for the debt and that the bank is not required to keep a copy of the account opening documentation for more than six years. She did not find evidence that Mr C had told the bank of the marital dispute and subsequent divorce, but she concluded the bank had sent enforcement and default notices to Mr C at his current address.

Mr C responded to say, in summary, that the debt is not enforceable if the bank cannot provide a copy of the original agreement with his signature.

my findings

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

We offer an informal dispute resolution service and we resolve complaints by looking at what we consider to be fair and reasonable in the circumstances of the complaint. We are not a court of law and are unable to decide whether an agreement is enforceable or not – only a court can do that.

Lloyds has not been able to locate a copy of the account opening documentation. But the account is in the joint names of Mr C and his ex-wife. I consider the bank has sent information about the debt, including enforcement and default notices to Mr C at his current address. There is no evidence that the bank was told of the marital dispute or instructed to remove Mr C's name from the account. In the circumstances, I consider Mr C and his ex-wife are jointly and severally liable for the debt. I am satisfied that Lloyds is entitled to seek to recover the debt from Mr C and to record the account on his credit file.

But a court may take a different view of the situation and, if he does not accept my decision, Mr C will be free to pursue his arguments in any court proceedings that may arise, if he so wishes.

my final decision

My final decision is that I do not uphold this complaint.

Elizabeth Dawes
ombudsman