

complaint

Mrs G complains that National Westminster Bank Plc will not remove her name from a joint account if she pays half of the debt owing. She also says the bank cannot provide a copy of the account opening papers and that she does not recall signing them. The bank has said that Mrs G cannot be removed from the account whilst money is owed and she remains jointly liable for the entire debt. It has however paid Mrs G some compensation for the way it handled her complaint.

background

Mrs G and her husband had a joint account. In 2010, when they separated, Mrs G opened a sole account and assumed that her husband would do the same. Mrs G discovered, some time later, that her husband had continued to use the account and had created a debt of just under £3,000. Mrs G says she only knew this when she received a letter about the overdraft.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the bank was entitled to ask both parties to repay any debt on the account, as they are both jointly and severally liable for any debt.

Mrs G has responded to say, in summary, that it is unfair that she should be asked to repay a debt she did not create, although she has offered to pay half if her name is removed.

my findings

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

Mr G originally opened the account in his sole name and Mrs G was added, the bank says, by at least 2000. I can see that Mrs G was a party to the account from 2002 at the latest, as the bank has provided evidence to show that it updated Mrs G's signature records then. So, although the bank no longer has the original papers that it says Mrs G signed, I am satisfied that she was a joint party on the account. That does mean that she remains jointly and severally liable for any debt, even if, as Mrs G says, her husband created it.

Mrs G says she assumed her husband would stop using the account when they separated, as she did. I have seen nothing that shows me that Mrs G told the bank about her separation until she complained about the overdraft in 2012. So, I am unable to conclude that the bank should have stopped the account from operating earlier than it did.

Mrs G says that she did not know there was an overdraft limit on the account, nor has she received bank statements recently. It seems that Mr G used internet banking before he and Mrs G separated and requested online statements. That is something which he was able to do and I do not find that the bank acted in error when it agreed to this. I have also seen bank records that show that an overdraft limit has been on the account since at least 2005, although it was not used much until the last couple of years.

The bank has paid Mrs G £250 compensation for the way it handled her complaint and that seems to me to be fair and reasonable.

my final decision

My decision is that I do not uphold this complaint.

Susan Peters
ombudsman