

complaint

Mr H complains that Lloyds Bank PLC is unfairly pursuing him for a debt owed on a joint account. He wants the bank to stop pursuing him.

our initial conclusions

The adjudicator thought that Mr H did owe Lloyds the debt as he was a joint account holder and so jointly and severally liable for it. He thought that Lloyds' offer of £100 for giving Mr H conflicting and misleading information was fair and reasonable. Mr H rejected this offer. He said that he had signed a form to be taken off the account when he was divorced. He wants to be freed from the debt.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr H and Lloyds have provided.

I can understand Mr H's frustration and that he feels unfairly treated. He was divorced many years ago and is now remarried. Yet he is being held responsible for debts built up by his ex-wife after they divorced. The joint account was closed three years ago and he cannot understand how it took this long to come to light or how Lloyds allowed the debt to build up. One of the bank's agents gave him misleading information that he interpreted as meaning that the debt was written off. But this was not the case and the bank has offered compensation for its mistake.

I have looked at the bank's records and I am satisfied that there is no record that Mr H asked for his name to be taken off the account or for it to be closed. For this reason I cannot conclude that he gave the bank instructions about the joint account when he was divorced. According to the terms and conditions of the account, all named are jointly responsible for the debt, even if they did not know of the outstanding balance. Unfortunately, this means that Mr H is responsible for the debt.

My decision is that Lloyds Bank PLC should pay Mr H £100 compensation as it has offered to do.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before 2 September 2014.

Phillip Berechree

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.