

## **complaint**

Miss S complains that National Westminster Bank Plc failed to remove her from the joint account that she has with her ex-husband and that it's having an effect on her ability to get credit. She wants to be removed from the account.

## **background**

Miss S said that she was added to the bank account of Mr T, her ex-husband, in 2013. Mr T thought that this was after an overdraft of £970 was provided, but it turned out that this was before it was approved. One month after the overdraft was agreed the account went into overdraft for the first time. Miss S said that Mr T was gambling without her knowledge and that the account became further overdrawn throughout 2013. In November 2013 Miss S became aware of the problem and said that both of them asked NatWest to remove her from the joint account. Miss S was never removed from the account and this has had an effect on her ability to get credit for her business. Miss S said that she complained to NatWest about not being removed from the account in June 2017 having only recently discovered that she was still named on it. The account is still overdrawn.

NatWest looked into this in 2015 at Mr T's request. It said that Miss S and Mr T were jointly and severally liable for the overdrawn sum – each of them was liable alone to repay the whole debt as well as together with the other. It went on to say that when a request is received to remove one person from a joint account the bank can refuse because they both remain liable for the debt.

In August 2017 NatWest told Miss S that it accepted that the two of them went to a branch in November 2013 and completed a form to request her removal from the account. It said that it couldn't find any record of the form being received by NatWest but wasn't challenging what she said after she produced a copy of it. But it went on to say that even if it had been recorded that wouldn't guarantee that she would have been removed because there would then have been a lending review due to there being an overdraft. NatWest would have wanted the account to be cleared before Miss S could be removed. It apologised for not having a record of the completed form for 2013 and for not having a record of the complaint from June 2017. It asked Miss S and Mr T to sign a form asking for her name to be removed from the account and said that a lending review would follow due to the overdrawn balance.

One of our investigators looked into the complaint. NatWest provided her with a computerised application from November 2015 when Miss S went into branch to discuss the overdraft facility. Miss S said that she wasn't the person who did this. Mr T said he knew nothing about this. Our investigator concluded that on the evidence, on balance, it did take place and that Miss S knew she was still a joint account holder in late 2015. What's more Miss S confirmed to the investigator that she received text messages from NatWest to settle the account and that it was reasonable to conclude that Miss S should have contacted the business to tell them that she wasn't an account holder, if that was what she thought. Finally, she said that she'd received no evidence that showed that Miss S had been declined credit just because of the overdrawn joint account with Mr T at NatWest. She said the business didn't need to do anything further.

Miss S and Mr T weren't happy with this view and asked for an ombudsman to look into the matter and form an opinion.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr T supplied further arguments in late October 2017 in favour of the removal of Miss S from the account after the investigator gave her view of the problem, much of which is to accept all the responsibility for the overdraft. I've taken all of those arguments into account before coming to my conclusions.

I can understand the frustration felt by Miss S about the situation which, if Mr T is right, is entirely his fault. It's often not understood that you are, generally speaking, bound by what you sign because if it was otherwise some people would only stick to the agreements they'd made when it suited them. Banks and other financial institutions couldn't be expected to run their businesses on that basis. It really means that a person who says that they didn't know what they were signing and had no opportunity to check before they did has to prove that before any thought can be given to considering removing them from an account. I don't think I've seen that kind of evidence in this case.

It seems to me that NatWest has been quite reasonable in accepting that Miss S made her application to be removed from the account in November 2013 and in accepting that she complained in the summer of 2017 but heard nothing. But nothing I've seen can change the position that both of the account holders are liable for the total sum outstanding on the account. Miss S has had, at the very least, since 2015 to contact NatWest and find out why she is still joined on the account. Even if she had she would have been told the same thing by NatWest i.e. until the overdraft is paid off she would not be removed from the account. That is a reasonable position for a financial institution that is owed money from two customers to take, in my view.

I'm sorry that Miss S is having problems in obtaining credit but I don't think that NatWest has done anything substantially wrong and cannot suggest that there is any proper basis for removing Miss S from the account.

### **my final decision**

For the reasons I've given above I do not uphold this complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S and Mr T to accept or reject my decision before 12 February 2018

Jeremy Lindsay  
**ombudsman**