

## **complaint**

Mrs N complains that she was contacted by Barclays Bank PLC's debt collector in relation to a debt owed by her ex-husband. She is unhappy with the compensation offered by the bank and would like the bank to repay the amount she paid to clear her husband's debt.

## **background**

Mrs N held a joint account with her now ex-husband. She has explained that in 2005 she handed a written request to the bank's branch staff to remove her name from the account when she and her husband separated. She believed the account was in credit at the time. The bank did not act on her instructions at the time and when Mrs N discovered this in 2008 Barclays refused to remove her from the account because it was overdrawn. Mrs N was contacted by Barclays' debt collectors and she arranged for the amount owing to be repaid by her parents to avoid being chased further.

Mr N also says that in 2012 she was chased for repayment of further debts which were in her ex-husband's sole name. Barclays accepted that Mrs N should not have been contacted about those debts and offered her £100 compensation – which Mrs N did not accept.

Our adjudicator did not recommend that the complaint be upheld. He said, in summary, that because Mrs N was joint account holder with her husband, she was jointly and severally liable for the overdrawn balance of the account and we could not require the bank to repay the debt she had settled. He also said that as the debt had been repaid in 2009, it would not be possible for us to investigate the matter now. He said that the bank's offer of £100 was reasonable to compensate Miss N for the distress and inconvenience caused by its debt collector's error in chasing her for a separate debt owed solely by her ex-husband.

Mrs N did not agree and asked for her complaint to be reviewed. She said that Barclays had never carried out a proper investigation as to what happened to her letter delivered to the branch in 2005, and why it was not acted upon.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where there is a dispute about what happened, and the evidence is incomplete or contradictory (as it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available evidence.

Barclays has said it does not have any record of Mrs N handing in a form at the branch in 2005 to request that she be removed from the joint account. Given the passage of time, this is not entirely surprising. Mrs N is unhappy that Barclays has not confirmed how long it normally keeps such records, nor that it has made a proper search of its records from the relevant time. But even if Barclays had received Mrs N's letter in 2005, it would only have removed her from the joint account if the account had been in credit at the time.

Mrs N has said she believes she handed in the letter in early 2005 - possibly in the second quarter of 2005. I have seen the account statements from 2005 and these show that the account was overdrawn for most of the time between January and July. So it seems unlikely – on the balance of probabilities – that the bank would have been able to remove Mrs N from the account even if it had received her form in the second quarter of 2005.

Even if Mrs N had handed in the form later than July, the only notable time the account was in credit was after approximately £25,000 was paid in on 15 August 2005 (and most of it paid out again on 19 August). After that the account was overdrawn again from mid September onwards. Mrs N has said she has no knowledge of this significant sum of money being paid into the account (which appears to have come from her ex-husband's account) and says that she had no contact with her ex-husband by then. So there is no reason for me to conclude that Mrs N had co-ordinated the handing in of her form with that brief period of the account being in credit in August 2005. Further, on Mrs N's own account of what happened, it seems more likely the form was handed in prior to 15 August – and so it is more likely than not that the account was overdrawn when she did so.

Based on the above, I find – on the balance of probabilities – that the bank would not have been likely to act on the form and remove Mrs N from the account even if it had received it in 2005. That means that whether or not the bank made an error by misplacing the form or not acting on it, Mrs N would have remained on the account. It is unfortunate that Mrs N was unaware until 2008 that she had not been removed from the account, but in the circumstances I cannot fairly hold Barclays responsible for that – some responsibility must remain with Mrs N for checking her request had been acted upon.

In relation to Mrs N's complaint about Barclays chasing her in 2012 for a debt owned solely by her husband, the bank has already accepted this was an error. It says it only sent one letter which was addressed to her ex-husband but wrongly sent to Mrs N's address. The bank has offered £100 for any distress and inconvenience caused by this and I consider that to be fair and reasonable in the circumstances.

### **my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I simply leave it to Mrs N to decide whether she now wishes to accept Barclays Bank PLC's offer of £100 in full and final settlement of her complaint relating to being contacted about her ex-husband's sole debts in 2012.

Michelle Peters  
**ombudsman**