

complaint

Mr C complains that he's been treated badly, unfairly and illegally by Lloyds Bank PLC because he's being asked to pay a debt that relates to a current account belonging to his ex-partner.

background

Mr C says his ex-partner asked Lloyds to add his name to her current account in order to build up her credit score without his consent. He says he had his own bank account and he never had anything to do with her account. And after they separated, he had visited Lloyds with his ex-partner and they had filled in the forms for his name to be removed from the joint account.

So he's unhappy that his name is still shown on the account and Mr C doesn't feel it's right that he should have to pay off the outstanding overdraft.

When he complained, Lloyds said that Mr C had agreed to be named on the account and his name hadn't ever been removed – so he remains liable for the overdrawn balance. But in response to Mr C's concerns over the lack of response to earlier correspondence he'd sent to the bank, Lloyds apologised and paid him £50.

Our adjudicator didn't uphold the complaint on the basis that Lloyds had provided a fair and reasonable response to Mr C's complaint.

Mr C disagrees. In particular, he says Lloyds hasn't provided any documentation to show he signed anything agreeing to be the joint account holder with his ex-partner. He says he didn't get involved with any debt on that account. And he'd like us to attach more weight to a letter from his ex-partner that confirms she's the person responsible for any debts which remained on the account.

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 the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have no reason to doubt that Mr C is certain of his facts, but I must look at all the evidence before I decide whether there is enough information for me to uphold his complaint.

It appears the account was opened in 1998 – although due to the passage of time, it isn't possible to say when Mr C was added to the account. But bank records show that Lloyds wrote to him, confirming a permanent overdraft on the account, in January 2001.

And I can see that he is also the first named person on the account, and regular statements were issued showing both Mr C and his ex-partner as joint account holders. It also appears that during 2010, those statements show two debit cards were being used on the account.

Based on this information, and given that these events took place some time ago, I think it's likely that Mr C has forgotten some details. It seems probable to me that Mr C would have been aware that he was a joint account holder. Mr C was named on the account – and, despite what he remembers, I consider it's likely he would have been aware of this, at the latest, when the bank wrote to him in 2001. There wouldn't have been any reason for Mr C to visit the bank to try and have his name removed from the account otherwise. And it looks as if both account holders were actively using the account.

Lloyds says there is no evidence of a request by Mr C to remove his name from the account. I have no reason to doubt that Mr C and his ex-partner might have tried to arrange for Mr C's name to come off the account. But since it appears the account was already in overdraft by then, I can understand why the bank wouldn't have allowed that to happen.

Mr C's ex- partner has entered into an individual voluntary arrangement with creditors - so Lloyds says it removed her name from the account. The bank has sold the debt on – as it is entitled to do. So the third party debt collector which now owns the debt is pursuing Mr C.

I've taken carefully into account the letter from Mr C's ex-partner. I can see that she feels personally responsible for the debt on the account.

But, I agree with our adjudicator that Lloyds wasn't required to remove Mr C from the account – even though both account holders might have wanted it to do that. Based on everything I've seen, I consider that Lloyds has acted throughout in accordance with the terms and conditions that apply to this account - and I can't say it has acted unfairly or unreasonably.

my final decision

For these reasons, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 18 May 2015.

Susan Webb
ombudsman