

### **complaint**

Mr F complains that Global Debt Recovery Limited is pursuing him for a debt he does not owe.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He considered that the debt concerned a loan agreement in the name of Mr F and his ex-wife, and that both were responsible for payments under it. Mr F does not agree. He says that as Global Debt is unable to produce a copy of the loan agreement, he should not have to make payments under it.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr F and the business have provided.

The loan was taken out in 1994 in the joint names of Mr F and his ex-wife, Mrs F. She made regular payments to the loan, but later found it difficult to make the full payments due under it. As the loan was taken out in joint names, Global Debt has asked Mr F to make payments to clear the balance.

When a loan is taken out in joint names, both parties are equally liable for the full amount borrowed. This means that payments can be requested from either Mr F or Mrs F. As such I do not find that Global Debt has acted unreasonably in asking Mr F to make payments to clear the balance outstanding on the loan.

Due to the time which has passed since the loan was taken out, it has not been possible to find a copy of the original loan agreement. The computer notes for the loan provider show, however, that the loan was in joint names. As such I consider that Mr F can be asked to make payments towards it even though the original agreement cannot be found.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 20 March 2014.**

*Rosemary Lloyd*

*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.