

## **complaint**

Mrs H complains that Barclays Bank Plc won't remove her name from a joint account she had with her ex-husband.

## **background**

I set out the background to this complaint and my initial findings in my provisional decision, a copy of which is attached and forms part of my final decision. In my provisional decision I explained why I was minded to not uphold Mrs H's complaint. I invited both parties to let me have anything in response they thought was relevant.

Barclays Bank Plc said it accepts the decision and has nothing further to add.

Mrs H said is unhappy that common sense is not prevailing and Barclays won't release her from this account. And feels Barclays is holding her to ransom because of the outstanding overdraft. Even so, she's confirmed that she will accept the offer of £250 from the bank for the delays in the matter.

## **my findings**

I have re-considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same conclusions as set out in my provisional decision and for the same reasons.

## **my final decision**

My final decision is that Barclays Bank PLC doesn't need to do any more than it's already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 April 2016.

Rebecca Ellis  
**ombudsman**

## **copy extract from my provisional decision dated 16 February 2016**

### **background**

Mrs H says there's a court order stating that her:

- ex-husband has taken on all liability for the joint account with Barclays, including any debt on it as it's currently overdrawn.
- ex-husband should indemnify Mrs H against anything to do with the account.
- name should be removed from the account.

But she says that when her and her ex-husband filled in the relevant forms to take her name off the account, Barclays refused. And Mrs H says this is affecting her credit score.

The bank says the court order doesn't directly instruct it to remove Mrs H from the account. And, if it were to do this, it'd damage the bank's security as it'd only be able to seek repayment from Mrs H's ex-husband.

The bank says it contacted Mrs H's ex-husband to obtain his consent to a credit check and to sign a release from joint liability form. But, having credit scored Mrs H's ex-husband, it's clear that he couldn't afford to maintain the account on his own. And he doesn't have enough money to pay off the overdraft. So the bank won't agree to take Mrs H's name off the account.

Our adjudicator looked at this and thought the bank should take Mrs H's name off the account. She also felt the bank should pay £250 to Mrs H for the length of time it's taken to deal with the matter.

Mrs H accepted the adjudicator's view. Barclays didn't and it repeated some of its earlier comments. However, it did agree that this matter has been ongoing for some time and so it agreed to pay £250 compensation to Mrs H for this.

### **my provisional findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Having done so, I'm afraid I have to tell Mrs H that I don't currently intend to uphold her complaint against the bank.

I've carefully read the court order between Mrs H and her ex-husband. And I agree with the bank that it doesn't require Barclays to do anything different with the joint account. What I think it's sought to do is change who's responsible for the joint account debt, as between Mrs H and her ex-husband.

It might be helpful for me to explain that joint account holders are 'jointly and severally liable' for a bank account and any debt on it. This means that they agree to pay off the debt together. And, at the same time, they each agree to pay off the whole debt on their own. This allows the bank to pursue both of the account holders, or just one of them, for the full debt.

Usually, if one joint account holder pays off the debt in full, they have a claim against the other account holder for half of what was paid.

However, as a result of the court order, Mrs H's ex-husband has given Mrs H an indemnity for the full amount of the debt on the joint account and is to pay any interest/charges. This means that, even if Mrs H paid all (or any part) of the joint account debt, she could recover this from her ex-husband. But it doesn't change what Barclays can do. It's still entitled to keep both names on the account and it can pursue both Mrs H and her ex-husband for the debt. Or just one of them.

Although Mrs H's ex-husband seems to have co-operated with Barclays to try to have Mrs H released from the account, his credit score isn't enough to allow him to take over the account, and overdraft, on his own.

Taking everything into account, I don't think it'd be fair or reasonable for this service to require Barclays to remove Mrs H from the joint account. I'm sorry that this will be disappointing news for Mrs H.

Finally, I note the bank's agreed to pay £250 to Mrs H for the delays in the matter. And I understand this offer is still open for Mrs H to accept.

**my provisional decision**

For the reasons set out above, Barclays Bank PLC doesn't need to do any more than it's already offered.

Rebecca Ellis  
**ombudsman**