

## **complaint**

Mr T complains that the loan opened in his sole name in March 2003 should have been opened in the joint names of himself and his wife. He also wants the loan transferred back to Lloyds Bank plc from the third party it sold it to, so that a repayment arrangement can be considered by Lloyds taking his and his wife's debts into account.

## **background**

Mr T took out two personal loans with Lloyds in August 2002 and in March 2003 both in his sole name. Both loans were amalgamated into one loan in February 2008. He believed that the March 2003 loan was meant to be consolidated with a loan that his wife had taken out in her sole name in December 2002, but this had not happened. His amalgamated loan was sold to a third party in 2012. Mr T would like this brought back to Lloyds.

The adjudicator did not recommend that the complaint should be upheld. He noted that the 2003 loan agreement was in Mr T's sole name and had been signed by Mr T alone. The purpose of the loan was stated as home improvements, and he could see no evidence that it was borrowed for debt consolidation purposes. He considered that the bank's offer to refund interest of £5,750.92 to the debt, was fair and reasonable. He also did not consider that the bank had made an error in selling the debt to a third party, and he suggested that Mr T contact the third party directly to arrange repayment of the outstanding debt.

Mr T disagreed, and responded to say, in summary, that he had asked that his wife's December 2002 loan be consolidated with his March 2003 loan, and he wanted the matter investigated further. He also wanted the loan moved back to Lloyds and put in his wife's sole name.

## **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 can see from the bank's contact records that Mr T asked for a loan in March 2003 for home improvements. There is nothing in the records to suggest that the loan should be in the joint names of himself and his wife, nor anything to suggest that the loan should be consolidated with his wife's loan. I have also seen a copy of the August 2002 and March 2003 loan agreements, both in Mr T's sole name, and both signed by him alone. So, on balance, I am unable to conclude that the March 2003 loan should have been in joint names or consolidated.

I am satisfied that the bank's offer to refund interest of £5,750.92 to the debt is fair and reasonable, but it would not be reasonable for me to require Lloyds to buy back the debt from the third party. And as the loan is now owned by a third party, I cannot require it to be put into Mr T's wife's name.

**my final decision**

My decision is that I uphold this complaint in part. In full and final settlement of it, I order Lloyds Bank plc to refund £5,750.92 to Mr T's loan debt account (which is owned by a third party).

Roslyn Rawson  
**ombudsman**