

## **The complaint**

Mr G complains that National Westminster Bank Plc (NatWest) failed to remove his name from a joint account.

## **What happened**

Mr G had a joint account with his ex-wife, which they'd opened when they were married. He says he hadn't accessed the account since they divorced 15 years ago - and that he'd made various attempts to get his name removed from it over the last four years. He's told us that he'd even visited his local branch to get the required forms sent to his ex-wife, but she hadn't responded.

Sadly, Mr G's ex-wife died in January 2021. NatWest said the joint account was overdrawn by £1,337.73 – and that he's liable to repay this amount. Mr G complained that it wasn't fair for them to hold him liable for this debt after they'd failed to action his request to be removed from the account. But NatWest said they'd done nothing wrong.

Our investigator didn't think NatWest had acted unfairly by not removing Mr G's name from the account, because they needed both parties consent to do this. She explained that, as he was still a party to the account, Mr G would be liable for the overdrawn amount. She noted that NatWest had offered to pay £50 compensation for the trouble and upset caused to him. She felt this was a offer – and that they shouldn't have to do anything more.

Mr G didn't agree that he should be held liable for the overdrawn amount on this account. He said NatWest had confirmed they don't even send a bank card to his address. He felt there was nothing more he could have done to get his name removed from the account, because his ex-wife was being stubborn. He asked for an ombudsman to review his case.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can understand Mr G's frustration at being told he's liable to repay a debt on an account he hasn't been using. He's told us he stopped communicating with his ex-wife after their divorce, but he'd made at least three phone calls to NatWest about getting his name removed from the joint account. He says NatWest didn't tell him his request couldn't be actioned without his ex-wife's signature until he went into the branch.

Neither NatWest nor Mr G have a record of the calls or visit he made to the branch. But I don't see any reason not to believe what he's told us. I accept that he made more than one phone call and a visit to the branch before being told what was needed to get his name removed from the account. But I note NatWest have offered Mr G £50, which I consider to be fair and reasonable compensation for the inconvenience this caused.

I appreciate Mr G may not have realised that he could be held liable for the account. NatWest have told us that it was opened in May 1992, subject to their account terms.

Although the account was opened quite a long time ago, I find it most likely that Mr G was given a copy of the account terms and conditions at the time. I've reviewed these in detail to see what they say about liability for any debts incurred by one of the account holders.

The account terms say:

"You're all responsible to pay back any overdraft on your account. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share. This applies even if you're unaware that an overdraft has been used on your account."

Based on the evidence I've seen, I'm satisfied that Mr G was required to agree to this condition when he opened the joint account. So I can't say NatWest have treated him unfairly by holding him liable for the outstanding amount they're owed.

I understand Mr G feels he couldn't have done anything more to get his name removed from the account when his ex-wife wasn't willing to cooperate. I've given careful thought to the point he's made. But I've seen that the account terms say:

"... any one of you can tell us that we can only accept instructions from all of you acting together. After this happens, all instructions must be in writing and signed by all of you. This means that you won't be able to use our telephone, mobile or online banking services, or use a debit card as these services rely on us being able to accept instructions from just one of you."

I'm satisfied that the process described here would have enabled Mr G to prevent his ex-wife continuing to use the joint account against his wishes. Mr G says that, after his ex-wife failed to return the form NatWest sent to her, he didn't follow it up any further. I haven't seen anything to suggest he made NatWest aware he was still having difficulty getting his ex-wife's cooperation - or that he asked them what else he could do in this situation. So, I don't consider NatWest to have acted unreasonably by requiring both signatures for the removal of Mr G's name from the account.

### **My final decision**

The business has already made an offer to pay £50 to settle this complaint, and I think their offer is fair. So my decision is that National Westminster Bank Plc should pay Mr G £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 June 2022.

Corinne Brown  
**Ombudsman**