

The complaint

Mrs B complains that National Westminster Bank Plc are asking her to repay a debt which her son has incurred.

What happened

Mrs B says that she doesn't have access to a joint account she is named on with her son with NatWest, which was set up around 15 years ago. She says she only found out about the account in 2022, and she's been trying to remove her name from the account since then. She says that in September 2023 she received a letter from NatWest advising that the overdraft had been exceeded and it needed to be brought back in line.

Mrs B says she has no access to this account, and she shouldn't be liable for the overdraft. She says she sent her son forms for her to be removed from the account, but he hasn't completed these and they are now estranged. Mrs B made a complaint to NatWest.

As NatWest did not issue a full response to Mrs B's complaint, she brought her complaint to our service. Our investigator did not uphold Mrs B's complaint. She said she could see the account in question was opened as a joint account with Mrs B as the main applicant/account holder and her son as the secondary account holder. She said a signed Card Activation Form was signed by Mrs B to confirm receipt of her debit card on the account.

Our investigator said the evidence shows Mrs B applied for an overdraft on the account in 2010 in branch, so as the overdraft application was face to face, Mrs B's son would've been unable to apply for an overdraft using her personal identification number as it would've been obvious to staff, he wasn't Mrs B. She said the terms of the account show a joint account holder cannot be removed from the account whilst it's overdrawn, so NatWest acted fairly by refusing to remove Mrs B from the account.

Mrs B asked for an ombudsman to review her complaint. She made a number of points. In summary, she said she's never been the main account holder, she has never had a debit card for the account, she was told by branch staff her son was the main account holder and she sent him forms for her to be removed from the account, but he didn't complete these, all of the transactions relate to her son which proves the account is not her account, and she wanted to know the email address that was used for statement notifications.

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.

Firstly, I'm aware that I've only summarised Mrs B's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

Mrs B says that she never agreed to have a joint account with her son. NatWest says that the evidence shows Mrs B was the main holder of the joint account. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities I'm persuaded that Mrs B was a joint account holder and she should have been aware she had a joint account with her son. I say this for a number of reasons. The system details NatWest have sent our service shows Mrs B initial first, which would indicate she was the main account holder. But the reality is it wouldn't matter if she was the main account holder or not as far as the responsibilities of all account holders.

I can also see a number of cards have been issued to Mrs B for the account. And I've seen a returned card activation form which was for her returned to NatWest. Paper statements were also sent to her address until 2018 until Mrs B changed her preference to digital statements. NatWest have sent us system evidence that e-mail statement alerts, and secure inbox alerts were active from 22 June 2018. The email address they have registered for her is the same email address that she gave to our service.

So I'm satisfied that NatWest would have sent her these emails when she changed her preferences. While I can't rule out these emails going to a junk or spam mail folder, I can't hold NatWest responsible for how Mrs B's email provider would categorise these important alerts.

NatWest have also sent us evidence that Mrs B applied in branch for a £200 overdraft on the joint account on 8 July 2010 which was declined by NatWest. It shows that only she applied for it, and it wasn't a joint overdraft application with her son or her son visiting the branch to make the application itself.

I've considered what Mrs B has said about how all of the transactions are her son's. While I haven't had sight of the statements as Mrs B has not sent them to our service, and I can't ask for information including her son's details from NatWest as I don't have his consent to do so, despite our investigator asking him for this, I don't doubt what Mrs B has told us. But even if all of the transactions on the account were made by Mrs B's son, this does not prove it's not her account. She is clearly named on the account. So NatWest have not made an error by writing to Mrs B asking for her to repay the overdraft, and I'll explain why.

NatWest's terms and conditions set out that any account holder on a joint account can discuss the account with them or give them instructions without the consent of the other account holder. So it would be possible for Mrs B's son to apply for the £250 overdraft without getting Mrs B's consent. The terms of the account are also very clear that all of the account holders are responsible to pay back any overdraft on the account. And the terms are clear that this applies even if an account holder is unaware that an overdraft has been used on the account.

I don't doubt that Mrs B has been trying to be removed from the joint account for some time. But the terms show that if you want to add or remove an account holder on an account, they must all agree to this. As Mrs B's son has not agreed to this, despite Mrs B sending him the forms for her to be removed from the account, I can't say that NatWest have made an error by not removing Mrs B from the joint account or asking her to repay the overdraft. So it follows I don't require NatWest to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 31 July 2024.

Gregory Sloanes
Ombudsman