

## **complaint**

Ms T complains that Barclays Bank Plc didn't follow her instructions to remove her name from a joint account she held with her ex-husband. And now Ms T is liable for the debt on the overdrawn account.

## **background**

Ms T told us she divorced her ex-husband in 2008. She wrote to Barclays to ask to have her name removed from the account in 2013. Barclays then stopped sending her bank statements for the account. And she received a letter telling her to destroy her debit card. So she assumed her name had been removed. The account is now overdrawn and Barclays has asked Ms T for immediate payment of the outstanding balance.

Barclays says the account was taken out in joint names of Ms T and her ex-husband. It can't trace a letter from Ms T asking to be removed from the account. But it did make a change to the account in 2013 so that both account holders would have to sign to make any transaction.

Barclays also pointed out that its terms and conditions for joint accounts explain that the account holders are jointly and separately liable for the whole debt. This means that Barclays can claim the debt from one or both of the joint owners. Barclays paid Ms T the total sum of £100 for her distress and inconvenience because she thought her name had been removed when it hadn't and also because it hadn't dealt with her complaint more quickly.

Our adjudicator thought the complaint shouldn't be upheld because Barclays hadn't made a mistake. Ms T's name could only be removed if both account holders agreed – this was explained in the terms and conditions and in a letter to Ms T. So it could still recover the outstanding debt from either of the account holders. Ms T disagreed with the adjudicator's view and asked for the matter to be looked at again by an ombudsman.

## **my findings**

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

Having done that, I've decided not to uphold Ms T's complaint for the reasons I've set out below.

Even though Ms T had divorced in 2008, it doesn't seem that she told Barclays until 2013. Ms T produced a copy letter which had been sent to her by Barclays. It said it had received an instruction to cancel the current mandate and it was writing to confirm that both account holders would have to sign to consent to any transaction on the account. It meant that if she wanted her name removed from the account, both Ms T and her ex-husband had to sign to show they consented to it. Ms T says she didn't ask for this at all. I don't think she realised this was the position even after she sent her request to cancel the mandate.

Ms T said she didn't sign the new mandate but she said Barclays told her it changed it anyway. I assume this was because it now knew Ms T was divorced and it was protecting the position of both account holders. I don't think Barclays did anything wrong here.

Ms T says she was told by Barclays by telephone that this letter about the new mandate had been sent to her by mistake, but I've seen no evidence to support that. As far as Barclays is concerned, it was aware there may be a dispute between Ms T and her ex-husband, and so its records show the mandate had been changed.

Ms T said that when she stopped receiving statements for the account, she had assumed her name had been removed. That's not entirely surprising. But the terms and conditions of the agreement say the statements are generally sent to the first named person on the account. In this case, Ms T's ex-husband was the first named person. So Ms T most likely had access to the statements until her ex-husband moved out of their house to another address. And statements would've still been sent to her ex-husband unless she asked for copies to be sent to her own address. But she didn't do that in this case. So I don't think Barclays did anything wrong by not sending the statements to Ms T.

Barclays wrote to Ms T to withdraw the account facilities from her. It instructed her to destroy her debit card and return it to Barclays. Ms T thought this meant her name had been removed from the account. But the letter clearly didn't say this. It did warn Ms T that the next letter would be a Termination Notice which would demand full repayment of the outstanding balance. The terms and conditions allow Barclays to do this so Barclays hasn't done anything wrong.

Ms T also said this was her ex-husband's account and so he should pay the outstanding balance. But the account is clearly in joint names. And the terms and conditions explain that Barclays is able to claim the outstanding balance from either or both account holders. So Ms T is also liable for the whole of the outstanding balance on the account.

In summary, Ms T could only remove her name from the account if both account holders signed to agree to it. And this didn't happen. So her name remained on the account and she was liable for the repayment of the debt. Barclays acted within the terms and conditions of the agreement so I don't think Barclays did anything wrong in this case.

### **my final decision**

My final decision is that I do not uphold this complaint and I make no award against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms T to accept or reject my decision before 10 July 2015.

Amrit Mangra  
**ombudsman**