

## **The complaint**

Mr S complains that Barclays Bank UK PLC has recorded arrears on his credit file for a mortgage which he says is his ex-wife's responsibility.

## **What happened**

In 2007 Mr S and his now ex-wife took out a joint mortgage with Barclays. It was initially on a capital and interest repayment basis. In 2008 it was changed to interest-only. In 2009 Mr S and his wife separated and in 2011 they divorced. As part of the divorce they both agreed to a consent order, part of which said that Mr S was to transfer his interest in the mortgaged property to his ex-wife, and his ex-wife was to:

“use her best endeavours to procure the release of [Mr S] from any liability under the mortgage secured upon [the mortgaged property] and in any event to indemnify [Mr S] against any such liability”.

In April 2024 the mortgage fell into arrears, and Barclays subsequently reported the arrears on Mr S's credit file. Mr S called Barclays and said he was not responsible for the mortgage, and he wanted his credit file corrected to reflect that. Barclays said the mortgage was still in joint names, so both Mr S and his ex-wife were responsible for it.

Mr S made a complaint. He also said he hadn't agreed to the mortgage being changed to an interest-only basis and he wanted that to be looked into. Barclays said it had correctly reported the operation of the joint mortgage to the credit reference agencies, so it wouldn't make any changes. It also said it couldn't interfere in a dispute between Mr S and his ex-wife and Mr S would need to pursue the matter in court if his ex-wife hadn't complied with the terms of the consent order.

Mr S referred his complaint to us, and our Investigator didn't recommend that it should be upheld. Mr S didn't accept that conclusion and asked for it to be reviewed. He said the situation was having a significant impact on his health, Barclays should take steps to resolve it with his ex-wife, and he had done nothing wrong and was being treated unfairly.

## **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 was sorry to read about Mr S's health problems and the impact the situation with this mortgage has had on him. It's clear that he has been under a significant amount of stress and that he feels strongly his liability for the mortgage ended some years ago, in line with his agreement with his ex-wife.

However, Barclays wasn't party to Mr S's and his ex-wife's agreement. The mortgage was taken out on the basis that Mr S and his ex-wife would be jointly and severally liable for it – so Barclays can ask both of them, or each of them individually, to pay it. That's set out at section 2 of the mortgage conditions and that remains the case regardless of the agreement

Mr S and his ex-wife reached between them. I find nothing to indicate that Barclays agreed to transfer the mortgage into Mr S's ex-wife's sole name and no longer to hold Mr S liable for the mortgage. If Mr S's ex-wife hasn't complied with their agreement that is, as Barclays has said, a matter between Mr S and his ex-wife. It's not a matter which Barclays either can or should resolve.

Barclays is therefore entitled to ask both Mr S and his ex-wife, or either of them, for payments and to report the payment history of the mortgage on both of their credit files. I'm satisfied that the mortgage went into arrears in 2024 and Barclays has done nothing wrong in reporting that on Mr S's credit file.

Mr S has explained that the mortgage arrears on his credit file have had a wider impact on his finances and his business – credit limits on his accounts have been reduced and he hasn't been able to obtain other credit. He can ask the credit reference agencies to record a notice of correction explaining the situation which gave rise to the mortgage arrears if he wishes, so that other financial businesses may take it into consideration. But given my conclusion that Barclays hasn't wrongly reported the arrears, I can't help Mr S with his credit limits or access to credit. I can only decide his complaint about the mortgage here; it's not for me to decide whether firms have managed his other accounts or applications fairly.

Mr S has also said he doesn't remember agreeing to change the mortgage from repayment to interest-only. As our Investigator explained, Barclays has provided records from 2008 which shows that Mr S asked for the change to be made and for it to be a permanent change. The change was therefore made in June 2008.

In all the circumstances of this complaint and while I realise Mr S will be very disappointed, I find I can't fairly make any order or award. I understand Mr S has now made a fresh complaint to Barclays about what it has done to seek to recover the mortgage debt – he may be able to refer that complaint to us later if he's unhappy with Barclays' response.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 April 2025.

Janet Millington  
**Ombudsman**