

The complaint

Mr P's complaint relates to a joint mortgage he and an ex-partner have with Nationwide Building Society. He is unhappy that his ex-partner was allowed to add a new interest rate product to the mortgage without his consent. In doing so, Mr P believes that Nationwide has participated in his ex-partner financially abusing him and enabled her to control him and act coercively toward him.

What happened

Mr P and his ex-partner took out the mortgage with Nationwide in the autumn of 2019. The mortgage had a fixed interest rate product attached to it with an expiry date of 31 January 2025.

In November 2024 Mr P called Nationwide. He said that he did not want a new interest rate product, which his ex-partner had recently arranged, to be added to the mortgage. He asked that the product be cancelled, which Nationwide did.

Subsequently, the ex-partner appealed this action and applied for a new two-year product in December 2024. This application was agreed by Nationwide under an exceptions process - 'switch without consent', which allows customers in difficult circumstances to attach new products without the joint borrower's consent. The new product was to be added to the mortgage when the old one ended.

Nationwide confirmed the details of the new interest rate product to both borrowers and that it was due to be attached to the mortgage on 1 February 2025. A complaint was logged, as Mr P was unhappy his ex-partner had been allowed to add the product to the mortgage.

Nationwide responded to the complaint on 16 and 18 January 2025. It said that its current processes allowed customers who need support the option to switch to a fixed rate product, with an interest rate below that of the SVR, without the joint borrower's consent. This ensured that payments were affordable. It also said that it could not get involved in any dispute that was ongoing between Mr P and the joint borrower. The complaint was not upheld.

Mr P didn't accept Nationwide's response and referred his complaint to this Service. He explained that he wanted the property sold, and by adding the interest rate product to the mortgage, an early repayment charge would be incurred, thereby reducing the amount he would receive from the sale.

One of our Investigators considered the complaint. She didn't think Nationwide had acted unreasonably by allowing a new product to be added to the mortgage. However, given that Mr P had objected to a new product being added to the mortgage, the Investigator considered that if the property was sold before the end of the product term, Nationwide should do what it could to ensure Mr P was not disadvantaged.

Mr P didn't accept the Investigator's conclusions. He said that he didn't consider there was any reasonable cause for an exception being applied and the new product being added to

the mortgage meant that Nationwide had '*removed my will and ability to leverage a sale*'. Mr P said he would now have to spend more money on legal action in order to force the sale of the property. He explained that the inability to release the equity tied up in the mortgaged property meant that he'd had to take out a loan to allow him to purchase another property and this was costing him £250 per month. Mr P said that he considers Nationwide should be held liable for that payment.

The Investigator considered Mr P's comments, but she was not persuaded to change her conclusions. Mr P remained unhappy and said that he considered that both Nationwide and this Service had acted in a sexist and discriminatory manner against him, as if it had been a woman in his position what his ex-partner had done would not have been allowed. He asked that the complaint be reviewed and so it has been passed to me to consider.

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.

As I understand it, following Mr P and the joint borrower splitting up, the joint borrower maintained the mortgage on her own. However, she was aware that she would not be able to make the monthly payments if the mortgage moved to Nationwide's reversionary rate. So she booked a new preferential interest rate. When this was cancelled, she appealed that decision and asked Nationwide to add the rate back onto the mortgage.

Mr P has said that he wanted the mortgage to move to the reversionary rate. He's explained that this happening would mean that he could use the fact that his ex-partner wouldn't be able to afford the mortgage payments to '*leverage*' her into agreeing to sell the property, which is what he wanted. Whether a property is sold when a couple separates is a matter for them, and it is something that should be sorted out either between them or, if that is not possible, with the help of legal professionals. Such a dispute is not something that a lender will or should become involved in.

However, a lender does have responsibilities to borrowers. The industry Regulator requires lenders to do what they reasonably can to support customers who are in, or are about to be in, financial difficulties. Indeed, in June 2023 the Mortgage Charter was put in place to make it simpler for consumers to avoid financial difficulties due to the fact that interest rates had increased significantly in late 2022 and into 2023. So when Mr P's ex-partner asked for Nationwide's help to avoid financial difficulties, it was not in a position to simply say no, just because Mr P didn't want it to.

I have seen Nationwide's process for agreeing new interest rate products without consent of the joint borrower. It is not something that it does without good cause. While I can't tell Mr P the reasons for Nationwide's decision, as it would involve breaching his ex-partner's privacy, I am satisfied that Nationwide followed its process and the decision it made was not unreasonable. So I can't find that Nationwide did anything wrong when it agreed to a new interest rate product being added to the mortgage.

Mr P has said that in order to buy another property he had to take out additional borrowing. He wants Nationwide to pay the cost of that borrowing, as but for Nationwide's actions, he would have had his share of the equity from the mortgaged property and he wouldn't have needed the additional borrowing. Given that Mr P told us this at the beginning of March 2025, I am not persuaded that any borrowing he took out would not have been needed anyway. I say this as the interest rate product on the mortgage didn't end until the end of January 2025, around five weeks before Mr P told us about the borrowing he'd taken out. I find it highly unlikely that if Mr P had been able to get agreement from the joint

borrower to sell the property, the property would have been sold and the sale completed in time for him to receive the funds before he took the further borrowing he's told us about.

If the joint borrower had not agreed to sell, despite financial difficulties, it would have been some time before Nationwide would have taken legal action, as this is a last resort, and then there would have been the legal process to go through. There is no possibility that if Mr P needed to borrow, repossession by Nationwide would have prevented that having happened. In addition, this process happening would have impacted on not just Mr P's ex-partner's credit file, but also his. Mortgage arrears and repossession have a very significant impact on an individual's credit file and rating.

Mr P has indicated that he intends to take legal action to force the sale of the property. In the event that happens, and an ERC would be payable, the court can take into account the fact that Mr P didn't consent to the interest rate product being attached to the mortgage and include it in any order it makes. However, if the property is sold before the end of the product term on mutual consent between the parties, Mr P should contact Nationwide so that it can do what it can to ensure he does not suffer a financial loss due to its decision to agree the product without his consent.

My final decision

My final decision is that I do not uphold this complaint as I don't consider Nationwide Building Society made an error when it decided to add a new interest rate product to Mr P and his ex-partner's mortgage.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 15 October 2025.

Derry Baxter
Ombudsman