

The complaint

Mr I complains that National Westminster Bank Public Limited Company have caused him financial detriment and emotional suffering due to their actions. He says that they allowed a fraudulent mortgage application to go through without his knowledge.

What happened

Mr I originally took out a residential mortgage with his ex-partner and another family member in 2017. In 2019, Mr I's ex-partner arranged a re-mortgage to NatWest through a broker. The mortgage was taken out on a five-year fixed rate and was in Mr I's name along with his ex-partner. The other family member had been removed.

In 2023, Mr I's relationship with his ex-partner had broken down and he says it came to light that in 2019, this remortgage had taken place which he says he knew nothing about. Mr I says he hadn't been involved in this process and his ex-partner had acted fraudulently, including forging his signature both in respect of the re-mortgage and the split property ownership – which he says has been changed to his disadvantage.

Mr I said he's now been left with a debt he didn't know about, and he's put a lot of time and effort in trying to resolve the matter. He said he's been trying to contact his ex-partner through solicitors, and he's reported the matter to NatWest, the broker involved, land registry and action fraud. He said he has also raised an enquiry with the solicitors regulation authority (SRA) about the solicitors as he believes they didn't do enough.

NatWest issued their final response on the matter on 15 February 2024. They said the application was completed by a broker, who verified Mr I's identity and income and that the application was subject to legal checks by the solicitor who provided a signed certificate of title. NatWest said they accepted these documents in good faith.

Mr I brought his complaint to the Financial Ombudsman Service where it was looked at by one of our investigators who didn't uphold the complaint. She didn't think that NatWest or the solicitors – who were acting as agents for NatWest - acted unfairly in arranging the mortgage.

Mr I disagreed. In summary, he made the following comments:

- The mortgage from 2019 was taken out fraudulently and the solicitors failed to do basic checks regarding his signature.
- There was another party who was impersonating Mr I. The solicitor could have carried out more checks but didn't do so.
- He doesn't believe that any final checks were made before completion as no-one checked anything with him.
- The mortgage broker was given different contact details for Mr I – which were not his. He would like the solicitor to provide evidence that they tried to contact him while processing the re-mortgage.
- There is a court order now but the other party is failing to follow it.
- There is an SRA investigation into the solicitors who carried out the re-mortgage.

As Mr I disagreed with the investigator, he has asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

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.

This mortgage is in joint names, but we don't have the consent of the other party. I am satisfied that this complaint is one that we can address without them, as it doesn't prejudice them in anyway. I am focusing on the impact that the issues raised, have had on Mr I only.

Although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on any specific point, it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

I think the first thing to point out here, is that a final decision has already been issued by our service regarding the complaint against the broker. The Ombudsman didn't uphold this complaint. My decision is purely about the actions of the lender – NatWest.

I appreciate that Mr I feels very strongly about the issues he has raised and that he has been going through a challenging time. I've thought about everything very carefully and having done so, I agree with the outcome reached by the investigator. I'll explain why.

This mortgage was arranged through a broker. NatWest accepted the verified identification, application documents and the certificate in title in good faith. I haven't seen anything that at this point, would alert NatWest that there may be something wrong.

Mr I has raised arguments about his signature, and he says it was forged by someone else, but like I said, the application was made via a broker who gave advice on the re-mortgage itself and they would have been responsible for confirming his identity before the application was placed with NatWest. There is nothing that would have alerted NatWest that Mr I may not have consented to the mortgage.

Mr I was aware about the original mortgage he held from 2017, and he said he had discussions with his ex-partner about removing the other family member from the mortgage title and mortgage. But he said he had no knowledge about the re-mortgage application or the fact that his ex-partner had applied to change the ownership of the property so that Mr I had a smaller share than was originally agreed.

The thing to point out here is that Mr I already had a mortgage with his ex-partner and another family member in 2017. The application to NatWest was for a re-mortgage. I haven't seen any evidence that shows me that the previous mortgage was repaid before this remortgage happened and that this re-mortgage was completely new lending. So while Mr I argues he's been left with a large debt, he always had a mortgage. If this remortgage hadn't happened then Mr I would still have had a mortgage outstanding with the previous lender.

Since Mr I has brought this complaint to us, there has been a court hearing which took place on 29 April 2025. A court has already decided what is to happen with Mr I's property. It was ordered that both parties (Mr I and his ex-partner) have agreed and settled their beneficial interest in the family home on a 50% equal share basis. And that Mr I's ex-partner will transfer her legal and beneficial interest of the family home upon receipt of a lump sum of £70,000 as was outlined in the order. It was also ordered that Mr I's ex-partner is due an amount of £40,000 for the deposit which she put into the property.

The order states that if the above obligations are not met, then the family home should be placed on the open market for an immediate sale.

Based on this, and the arguments that Mr I has made regarding the property – it's now been decided what is going to happen. There was always a debt against Mr I irrespective of the

fraudulent accusations, because he already had a mortgage with his ex-partner from 2017. And a court has now decided the next steps so there is no loss to him as such.

Mr I has said that his ex-partner is not adhering to the court order. This isn't something that I can get involved in. If he believes this is the case, he can take this back to court if he wishes to do so.

I appreciate that Mr I will be disappointed with my decision and that he feels very strongly about the fact that the re-mortgage was taken out without his consent, but for the reasons I've already explained, I am satisfied that NatWest acted accordingly.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 26 September 2025.

Maria Drury
Ombudsman