

The complaint

Mr H has complained about how Charter Court Financial Services Limited trading as Precise Mortgages has dealt with him in relation to his jointly held mortgage.

What happened

- Mr H obtained a mortgage jointly with his wife, (who I will refer to as Ms H) when they were buying a property.
- The mortgage offer issued in July 2023 detailed they were borrowing £317,250 (plus fees) over a 21-year term on a repayment basis. The interest rate was fixed at 6.19% for 24 months, after which it would move to a variable rate which was 4% above Bank of England base rate. The mortgage completed in October 2023.
- On 28 August 2024 Mr H sent an email to Precise asking that someone phone him as soon as possible to discuss some additional support with the mortgage.
- Upon speaking to Mr H Precise was told that Mr H and Ms H had separated, with Mr H vacating the property.
- Although this complaint relates to a joint mortgage account, the complaint has been brought by Mr H alone. Generally for a joint mortgage, we require the consent of both borrowers before we can consider a complaint. But Mr H says he is the one who has been wronged by Precise and has suffered a financial loss as a result. Our rules allow us to consider a complaint brought by Mr H alone in such a situation. But Ms H isn't a part of the complaint, and so I don't have her consent to access or disclose any of her data.
- I've intentionally confined my summary of this complaint to a minimum. As what's happened and the facts of this case are sensitive. I won't be explaining the details in this section of what has happened which led to this complaint being made, because the timeline wouldn't make sense without making reference to the contact Precise has had with Ms H, and as she isn't part of this complaint I don't have her consent to do so. I can reassure both Mr H and Precise that I have read and understood everything that has been provided.
- Mr H made his complaint. He said the amount of contact he'd received from Precise felt as though he was being harassed, and he was unhappy about how difficult it was for him to complete security as he didn't have the account specific information.
- He also complained about the fact the account the direct debit was collected from was amended from their joint account to Ms H's sole account without his permission.
- Precise responded to the complaint in November 2024. It apologised if its contact attempts to Mr H had meant he felt as though he was being harassed, and explained it was trying to contact him to provide an update on his account as well as to clarify his

current address.

- It said that whilst Mr H hadn't passed security on one occasion, he had previously managed to pass the security questions and Precise had also later offered to provide some information to him to help him pass the security questions in the future, but Mr H declined the offer. It said the direct debit had been cancelled and it was obliged to accept new details when those were provided, and either Mr H or Ms H could contact it to arrange this. However, for a direct debit to be arranged (or reinstated) from a joint bank account both Mr H and Ms H would need to provide their consent. Precise said it could assure Mr H that the mortgage account remained in joint names, and both Mr H and Ms H remained equally liable for the payments, and that could only change if a formal transfer of equity was agreed.

Our Investigator explained that we can't comment on Precise's conversations with Ms H. She said she could understand why Mr H was frustrated that he couldn't pass the security checks, but she could see that was resolved in a later phone call. She felt Precise had gone through the options with Mr H and explained that it couldn't give him any advice. She also said that although Ms H had changed the bank account the direct debit was paid from, that didn't mean she had control of the mortgage as it was still in joint names and either Mr H or Ms H can change the payment details.

Mr H didn't agree with our Investigator's assessment saying he felt the main point had somehow been missed, and he asked for a final decision from an Ombudsman.

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.

Although I've read and considered the whole file I'll keep my comments to what I believe is relevant. If I don't comment on any specific issue it's not because I've not considered it but because I've decided that I don't need to comment on it to provide the outcome on this complaint.

As I've already explained, this complaint is about a joint mortgage, but I have only Mr H on the complaint. So whilst I'm able to review Mr H's complaint, I am limited to some extent because I'm unable to comment on any dealings Precise may have had with Ms H in relation to the mortgage. And due to the sensitivity involved with this case I've gone into little detail about the surrounding facts or the specifics of Mr H and Ms H's relationship.

That said, I have carefully considered those facts and I do recognise their impact on everything that happened. I'm very sorry to hear about Mr H's situation. He has told us about the very difficult time he has been through and continues to go through.

What I must consider is whether Precise has dealt with Mr H fairly, considering everything it knows about both his, and the overall, circumstances.

Ultimately, a lender is entitled to expect the debt to be repaid in accordance with the agreed mortgage contract. In situations where a customer is in difficulty, we expect a lender to deal with the customer fairly – taking into consideration their circumstances. We'd expect a lender to discuss their customer's situation with them and try to help get the mortgage back to where it should be (or when they recognised that there was an issue to stop it happening in the first place). This can sometimes be by way of offering an affordable and appropriate

concession. And it's important that the customer also engages with the lender to keep it up to date with their situation.

Where a dispute between joint borrowers is concerned, a mortgage lender is neutral in this situation. The mortgage contract is between the lender and both borrowers. When Mr H's mortgage was provided, both Mr H and Ms H agreed they would be jointly and severally liable to pay back what they owe. It isn't for a lender to involve itself in the particulars of how the borrowers meet those payments between them. Where there is a dispute, the lender cannot interfere. As any concession a lender makes on a mortgage could adversely affect one or both borrowers, a lender will generally need the consent of both borrowers before putting any arrangement in place. And equally if one borrower is willing to make the full monthly payment to the mortgage, the lender would accept that as it means the mortgage won't go into arrears.

I've seen that Mr H spoke to Precise in September 2024. He said that he and Ms H were going through a separation and weren't able to communicate, and he explained that he was no longer able to pay the mortgage until the house was sold as he had legal fees to pay.

In a later phone call Mr H said that Ms H was living in the property and his wages were going into a joint account that he had been locked out of and he didn't know what Ms H was doing with the money. And then as part of this complaint Mr H said he was unhappy that Ms H had been allowed to change the direct debit mandate so the payment was collected from an account in her sole name rather than from the joint account as it had previously (before their separation).

As Ms H isn't part of this complaint we haven't got her submissions as to why she no longer wanted to use the joint account. But considering that Mr H told Precise that Ms H had taken his money out of the account, it is understandable why in a situation like this that one of the people may decide to no longer use a joint account. It isn't unusual in acrimonious separations for both people involved to stop using a joint current account, as any money in there could be taken by the other person at any time. Just like Mr H said Ms H did. For example, person 1 could pay money into the joint account with the intention of that covering any bill payments due to be collected by direct debit, but there is nothing stopping person 2 from then just withdrawing all the money.

It is also possible that the joint account would have been frozen by that bank once it was notified that Mr H and Ms H had separated, in which case a new funding account would always have been needed.

There was nothing stopping Mr H from contacting Precise and arranging his own payment to pay the mortgage if he wasn't happy that the only payment being made was from Ms H's sole named bank account, even though it seems from the notes that he said he couldn't afford it due to paying solicitor bills.

Either borrower was allowed to cancel the direct debit mandate that had been arranged, and once that had been cancelled both of them would have needed to give their authority for it to be arranged again to collect from a joint account. If Ms H wasn't willing to give her authority then Precise couldn't authorise the direct debit again to collect from the joint account. Equally if Ms H wasn't willing to pay money into the joint account to meet the monthly payment, and it seems from what Mr H told Precise he was unable to do so, then the direct debit would have been returned as unpaid anyway. That wasn't in anyone's interests as the mortgage would then be in arrears, both Mr H and Ms H's credit files would have been impacted, and the mortgage balance would have increased leaving less equity once the property was sold (or one borrower bought the other out).

Mr H has also said the payment should have remained being made from the joint account as part of the divorce mediation process, but that is between Mr H and Ms H. If the solicitors, or the courts, felt Ms H had behaved inappropriately in changing where the payments were made from then that would be dealt with as part of the divorce process. The financial settlement of the divorce will also be agreed in court (or has already been agreed in court), taking into consideration all assets and the complete picture. Mr H would have the opportunity to explain his concerns as part of that if he believes Ms H was trying to take a larger share than she was due.

I understand Mr H felt that by accepting payments from Ms H's sole account Precise has given control of the mortgage to her and changed the account so Ms H was the "lead name". He's said that he now requires Ms H's authority to discuss the mortgage. But that's not the case. In this situation there is no such thing as "lead name" on a mortgage. One name will always have to come first but the name coming first doesn't provide that borrower with any additional rights over the other. Both borrowers are jointly, severally, and equally liable for the mortgage, and they both have the same rights and responsibilities. Mr H doesn't need Ms H's authority to discuss the mortgage, as shown by the number of conversations he has had with Precise about it.

There was an issue with Mr H not being able to pass the security checks when he phoned on 13 September 2024 as he didn't know the account specific information he was asked. But then when he phoned at other times different questions have been asked so he could pass the security check. Precise offered to provide account specific information to Mr H in a phone call on 26 September, but he declined the offer. I understand Precise provided that information to Mr H in a later phone call.

If Mr H provides his current address to Precise (if his address has changed since he last notified it) then Precise can send him the most recent mortgage statement (if he doesn't already have a copy) as that will contain some of the account information that he can keep for his own information. Mr H should discuss that directly with Precise if he doesn't have a copy of that most recent mortgage statement and would like one.

I understand Mr H believes Precise should have done more to discuss the options with him, and I've seen there was a discussion about a temporary switch to interest only under the Mortgage Charter. Precise suggested Mr H got independent financial advice, which doesn't seem an unreasonable suggestion. I understand a temporary switch to interest only under the Mortgage Charter was put in place in late 2024 (which wouldn't impact Mr H or Ms H's credit files), and there was no need for any other forbearance to be put in place in the period I'm able to consider as Ms H was maintaining the mortgage payments.

I understand Mr H is also unhappy with the contact he's had with Precise, commenting on the amount of phone calls he received. In respect of these phone calls Precise made to Mr H, this must be considered in the context of Mr H's request for help, the acrimonious split between Mr H and Ms H, and the fact Precise was trying to resolve the mortgage issue. Following a conversation it had with Ms H, Precise needed to speak to Mr H which is why it tried to phone him on 12 and 13 September. Whilst Mr H may have been unhappy with the attempts to phone him, I don't agree it was harassment.

Much of what Mr H is complaining about relates to the deterioration of his personal relationship with Ms H. For example, Mr H has said that he's unable to have any involvement in the sale of the property as part of the divorce proceedings, saying that was due to what Precise had done to him. But that's not correct. Anything Precise may or may not have done here would have no relevance to the sale of the property. That is a completely separate matter which forms part of Mr H and Ms H's divorce, so would be dealt with by their solicitors and the courts. And, as I said previously, if Mr H feels Ms H has done something that would

impact his financial situation, then that is something he needs to let his solicitor know about as part of the financial settlement negotiations for the divorce.

Mr H has also said that Ms H has put the property on the market without his consent, yet the restrictions placed on him (to prevent all forms of communication) prevent him from accepting any potential purchase offers. He said that he is worried about losing his equal share in the equity due to what Ms H has done. But again that has nothing to do with Precise and the mortgage; it instead goes back to the dispute between Mr H and Ms H and these are all things Mr H should discuss with his solicitor.

For all the reasons given, I don't agree Precise has dealt with Mr H unfairly. Whilst I sympathise with what has happened with Mr H and Ms H's marital situation and subsequent issues, those are things that Mr H needs to discuss with his solicitor as part of the divorce process.

My final decision

I don't uphold this complaint, meaning I don't agree Precise needs to do anything different to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 November 2025.

Julia Meadows
Ombudsman