

## **The complaint**

Mr E complains that Nationwide Building Society agreed to switch his joint mortgage to interest only payments without his consent. He says this caused him financial harm and made the situation with his ex-partner more difficult.

## **What happened**

Mr E took out a joint mortgage in 2017. He's separated from the other account holder, who lives in the property.

Nationwide agreed to switch the mortgage to interest only payments in early 2025. It cancelled this after Mr E contacted it. It paid Mr E £100 because he had to contact it twice before it cancelled the switch. Nationwide re-instated the temporary switch to interest only payments in mid-2025. It said this was after considering the financial circumstances of Mr E's ex-partner.

Mr E says this is unfair. He says his ex-partner made false claims regarding her financial situation and responsibilities. He says by agreeing to the switch Nationwide caused him financial harm.

Our investigator said it was fair for Nationwide to agree the temporary switch to interest only payments. She said this allowed the mortgage to remain in good standing. She said arrears would have serious consequences for both account holders. Our investigator said there was no bar on Mr E making capital repayments if he wanted to do so.

Mr E didn't agree. He said he objected immediately to the switch and made Nationwide aware of a restriction on the property title and the ongoing legal dispute between him and his ex-partner. Mr E told us this has affected him financially. He said he's the victim of ongoing abuse and provided a doctor's letter about how the stress has affected him.

## **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.

In February 2025 Mr E received an email from Nationwide saying his mortgage had switched to interest only payments for six months. Mr E contacted Nationwide. He said he hadn't consented to the switch and asked for it to be cancelled. Nationwide said it would cancel the switch, but didn't process the request. A lower mortgage payment was taken in April 2025.

Mr E contacted Nationwide again in early April 2025. This time Nationwide did cancel the switch and paid £100 compensation for not doing so when Mr E first contacted it. Nationwide says the application for the switch said both parties had consented, so it didn't make an error when it put the switch in place.

In June 2025 Nationwide told Mr E it had reinstated the temporary switch to interest only payments. It said it agreed to this as an exception to its usual policy after considering the

financial circumstances of Mr E's ex-partner.

By way of background, a number of lenders (including Nationwide) signed the Mortgage Charter in mid-2023. The Mortgage Charter set out provisions intended to help mortgage customers with the cost of living crisis. This includes allowing customers to switch to interest only payments for six months without an affordability check or it affecting their credit score. If the mortgage is in arrears or the Mortgage Charter is otherwise not available, lenders have to consider what other support or forbearance measures they can offer.

Nationwide has to treat customers fairly. It can be difficult for lenders to balance the different interests and preferences when joint account holders are in dispute.

Mr E told us he stopped making mortgage payments in late 2024. When Nationwide agreed the switch to interest only payments his ex-partner was making the mortgage payments. If Mr E's ex-partner didn't maintain contractual monthly payments the mortgage would fall into arrears. That would impact both account holders' credit files.

I agree that the switch to interest only payments will have an impact on Mr E. No capital will be repaid while the mortgage is on interest only terms. But this has to be balanced against the risk that the mortgage will fall into arrears. In the circumstances, I think it's fair for Nationwide to agree a temporary switch to interest only payments after considering the financial circumstances of the party making the payments.

There are ongoing legal proceedings between Mr E and his ex-partner regarding the property and other matters. Mr E says he's seeking an order for the sale of the property and a settlement that reflects his higher financial contribution.

Mr E says he was granted a non-molestation order in early 2025 due to his ex-partner's behaviour. He says he's the victim of domestic abuse and ongoing control. Mr E says he's subject to a deductions from earnings order (for child maintenance) as a result of his ex-partner falsely claiming financial hardship while not paying the full mortgage. He's on reduced pay and is in debt due to the financial strain of maintaining two households. Mr E says the situation has affected his mental health and wellbeing.

I'm sorry for the difficult circumstances Mr E has described. But I don't think these circumstances came about because of the switch to interest only payments. They result from his relationship with his ex-partner. Ultimately, if Mr E and his ex-partner can't agree, they will have to ask a court to determine whether the property should be sold, who is responsible for mortgage payments until then and how any equity is shared.

Mr E says the concession will allow his ex-partner to stay in the property for longer, created a financial imbalance, and weakened his bargaining position in the legal dispute. Those are matters between Mr E and his ex-partner. Mortgage lenders have to deal fairly with customers who have payment difficulties, and consider fairly what support might be suitable to help a borrower get a mortgage back on track. With that in mind, I don't think Nationwide made an error when it agreed a concession with the aim of keeping the mortgage on track. I don't think the restriction on the property title makes any difference as to whether it's fair for Nationwide to allow interest only payments.

Mr E says Nationwide refused an interest only arrangement when he requested this in 2022. He says it's unfair that it will now allow a switch to interest only payments when requested by his ex-partner. I don't think that's right. Nationwide has to make a decision based on a customer's circumstances and rules on mortgage regulation in effect at the time.

I don't think, in the circumstances, it was unfair for Nationwide to agree the temporary switch

to interest only payments.

**My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 12 December 2025.

Ruth Stevenson  
**Ombudsman**