

## **The complaint**

Ms C complains about her mortgage with Nationwide Building Society. She says that the mortgage was irresponsibly lent and that she's not been protected by the mortgage payment protection insurance (MPPI) she took out. She also complains about the interest rate she's been charged and fees and charges added to the mortgage balance. The mortgage is in joint names and Ms C brings the complaint with the consent of the joint borrower Mr P, though he has asked not to be involved further.

## **What happened**

Ms C and Mr P borrowed around £108,000 on repayment terms from another lender later taken over by Nationwide.

Ms C and Mr P experienced some arrears in around 2007, and the lender at the time took possession proceedings. The court issued a suspended possession order, requiring Ms C and Mr P to maintain the mortgage payments and gradually reduce the arrears. Ms C and Mr P kept to the terms of the possession order, the arrears were cleared, and the mortgage appears to have been up to date for many years.

Mr P told our investigator that he and Ms C have since separated. He took over the property and has been paying the mortgage, though it remains in joint names.

In 2019, Ms C complained to Nationwide. It sent her two separate final responses – one saying that the mortgage had been charged at the correct interest rate throughout, and one saying that MPPI had not been mis-sold because it was appropriate to protect the mortgage, and the MPPI had been claimed on at the time of the arrears.

In 2025, Ms C complained again. She again said that the MPPI had been mis-sold and ought to have provided cover during financial difficulties. She said that there had been excessive interest and fees charged to the mortgage. And she complained about the original lending decision.

Nationwide didn't uphold her complaint. It also referred back to the complaints she'd made in 2019. Ms C wasn't happy with that and brought the complaint to us. Mr P said that he consented to Ms C bringing a complaint but didn't want to participate further himself.

Our investigator said that we couldn't consider part of the complaint, because the 2019 final responses had not been referred to us in time. And he didn't think the rest of the complaint should be upheld – he said that there was no evidence of any fees or charges having been added to the loan for many years, and the interest charge was correct and fair. Ms C didn't agree and asked for an ombudsman to review her complaint.

## **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 our investigator explained, there are time limits for making complaints to the Financial Ombudsman Service. One of our rules says that a complaint must first be made to the responsible firm, and then once the firm issues a final response, it must be referred to us within six months.

Ms C made some of the same complaints she is making now in 2019. Nationwide issued final responses at the time.

Ms C referred the MPPI complaint to us in 2020. We said at the time that we couldn't deal with that complaint unless Mr P joined it too. Given the passage of time, it wouldn't be appropriate to revisit that again now.

I've not seen any evidence that Ms C referred the interest rate complaint to us within the required six months. Because Nationwide doesn't consent to us considering a complaint that is out of time, and because there are no exceptional circumstances to explain the delay in contacting us, that means we can't deal with Ms C's complaint about the interest charged before 2019.

It's not clear if the MPPI remains in place or not. Nationwide's final response in 2019 said that it only covered Mr P, because only he was working at the time the mortgage was taken out. If Ms C or Mr P consider that a claim has been unfairly refused, they'll need to complain about that separately.

I've looked at the interest rate that's been charged since 2019. The mortgage is on a tracker rate, where the interest rate is the Bank of England base rate plus 1%. The history of the mortgage shows that interest has been charged throughout at base rate plus 1%. This is the correct interest rate. It's fair that interest is charged in line with the mortgage agreement. And the amount of interest Nationwide has charged is therefore fair and reasonable.

I've not seen any evidence that Nationwide has added any fees or charges to the mortgage balance – other than the regular interest – for many years. I don't have a complete history, but it appears that there may have been no charges since the costs associated with the legal action in 2007. In those circumstances, I'm not persuaded that Nationwide has added unfair fees to the mortgage, or that the mortgage has become unfair as a result of any fees or charges.

I've also considered if there's an unfair relationship between Nationwide, Ms C and Mr P as a result of the original decision to lend the mortgage. But I'm not persuaded there was. Ms C says that they experienced difficulties and nearly lost their home in 2007. But that was as a result of a change of circumstances – Mr P was unable to work for a time due to illness. Since then, the mortgage has been paid each month and is up to date. It's nearly at the end of the term. Nothing I've seen suggests that there's currently an unfair relationship between the parties as a result of the decision to lend in 2002.

### **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 Ms C and Mr P to accept or reject my decision before 19 November 2025.

Simon Pugh  
**Ombudsman**