

## **The complaint**

Mr L says that Nationwide Building Society failed to put a block on his joint savings account when he split up from his wife, and his wife then emptied the account. He's said that when he notified Nationwide of his change of address in March 2023, he told the branch staff member that he had separated from his wife and asked that no withdrawals be allowed from the account without the consent of both parties.

## **What happened**

Mr L held a joint savings account with his wife (who I'll refer to as Ms P). They separated in March 2023 and about a week later Mr L visited a Nationwide branch to notify them of his change of address.

Mr L says he also told the branch about his separation and asked for a marital dispute marker to be placed on the account which he was told would be done. Nationwide said it was just a change of address, and if Mr L had mentioned the separation then a dispute marker would have been added to the account (which it wasn't).

Mr L says that in May 2025, when preparing for the financial remedy hearing, he was shocked to discover that the account had been almost emptied. He says Ms P had made a series of withdrawals between February and August 2024 totalling around £17,500 and then withdrew the last £110 (approximately) in April 2025.

Unhappy with what had happened, Mr L raised a complaint. Nationwide didn't uphold the complaint. It said the staff member didn't remember the interaction as it was so long ago, but they were an experienced member of staff and would have put a marital dispute marker on the account had they been notified of the separation.

Our Investigator upheld the complaint in part. She said she thought Nationwide should have done more when Mr L updated his address to clarify why he was doing so, and for that she felt Nationwide should pay £250 compensation. But she didn't think Nationwide needed to refund half the funds to Mr L as she said that was a civil dispute between Mr L and Ms P.

Neither Mr L or Nationwide agreed and so the case has 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.

Mr L has clearly done a lot of research into what he feels are relevant laws, rules and regulations to support his complaint. Based on this he feels very strongly that Nationwide should pay him half the money that was in the account. I've had regard for all he's said and sent us, alongside taking into account what the relevant laws, rules and regulations say too. When considering what is fair and reasonable in all the circumstances of this case, I'm required by DISP 3.6.4R of the FCA Handbook to take into account the relevant law, regulations, and good industry practice, when reaching my decision.

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've a great deal of sympathy for the position Mr L is in. Ms P hasn't participated in this complaint (and given the nature of the complaint, this is understandable). This means that I don't know what she might have to say about the matter.

Once a business is aware of a dispute between joint account holders it should take what steps it can to preserve the position of the account. I have no way of knowing for sure whether Mr L told Nationwide that he had separated from Ms P. Mr L has said he did, whereas Nationwide disputes that. However, for the reasons I'll explain later in the decision the main thrust of this complaint doesn't turn on that anyway. In itself it could be argued that Mr L's testimony appears plausible, however it is just as likely that Mr L just notified Nationwide of the change of address and nothing else. That said, like our Investigator, I feel there was a missed opportunity there for Nationwide. This was a savings account with a reasonable sum of money in it, and one of the joint account holders was asking to change their address from the address both account holders were at to a different address.

Nationwide has said there is a compulsory customer advisory notice it must read to a customer when they are changing their address, and its system won't allow the change of address to be progressed without the staff member ticking a box to say that had been read out. The notice says, "If accounts are jointly held, the other account holder will need to contact us themselves to update their details." That seems to be a good opportunity for a branch staff member to ensure they know their customer and to ask whether the joint account holder has also moved as otherwise it risks sending information out to an address that neither party is still living at.

It is also possible that Mr L told the branch staff member that he and Ms P had separated. I acknowledge the staff member is very experienced and has said they know the process to be followed for marital disputes. But that's not to say that, in that moment, something was overlooked or forgotten about. It happens, we're all human.

As I said, I have no way of knowing for sure what happened when Mr L visited the branch, but it feels like Nationwide could have done more here, even just to protect the security of the account by asking if Ms P's address had also changed (even if it couldn't actually change it without her authority) so it knew whether or not it was sending account information to an address neither customer lived at anymore.

However, that's not the end of things. My role is to decide if Nationwide has made a mistake or treated Mr L unfairly. If it has, we seek to put - if possible - Mr L back in the position he would've been in if the mistake hadn't happened.

The problem we have here is that we have no way of knowing what the court will - or has - decided in terms of how any assets should be split. It may be the courts decide that Ms P is entitled to the full amount anyway, in which case Mr L would never have been in the position that he would have received half that money. We also don't know if this has already been resolved between Mr L and Ms P as part of the financial settlement, which is exactly where it should have been raised. In which case Mr L could already be back in the position - or will be put back in the position, if the settlement hasn't been finalised - he would have been in as it has been considered in the financial settlement.

As part of the divorce Mr L's solicitor would be submitting 'Form E' (the Financial Statement for a financial order under the Matrimonial Causes Act 1973) and that's the place for full disclosure of this matter to be made. Within that form Mr L's solicitor should have noted (or

should be noting, if the form has not yet been submitted) the withdrawals made by Ms P and asked for them to be taken into consideration. The withdrawals could then be considered as part of the wider picture of the matrimonial finances and included in any financial order made.

It wouldn't be appropriate for me to order Santander to refund any of that money to Mr L for all the reasons I've explained as that is a matter for him and Ms P to resolve as part of the financial settlement for their divorce.

However, like our Investigator, I feel compensation is due for Nationwide missing an opportunity to register a marital dispute marker on the account to stop withdrawals being made without the consent of both parties. Having considered everything very carefully I agree with our Investigator that £250 is fair compensation for that.

### **My final decision**

I uphold this complaint in part and order Nationwide Building Society to pay £250 compensation to Mr L.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 January 2026.

Julia Meadows  
**Ombudsman**