

## The complaint

Mrs G complains that Nationwide will not release her from a mortgage she is a party to with her ex-husband.

## What happened

In 2007 Mrs G and her then husband took a mortgage with Nationwide. A copy of a mortgage offer from the time indicates they received no advice from Nationwide. And it indicates they borrowed approximately £185,000 over 35 years on a capital repayment basis.

Sometime after obtaining the mortgage Mrs G's marriage failed. In 2014, a court ordered that Mrs G transfer "*all her legal estate and beneficial interest in the family home, subject to the mortgage secured against the property*" to her ex-husband. The parties to the order were Mrs G and her ex-husband.

Mrs G says her ex-husband still lives in the property, refuses to market the property for sale and threatens to damage her credit file by withholding mortgage payments. She says this amounts to coercive financial abuse. Mrs G says she tried to discuss the matter with Nationwide many times, but it said it couldn't discuss it with her unless she provided specific details about the mortgage only her ex-husband had access to. She complained to Nationwide and says Nationwide should release her from the mortgage and should be doing more to avoid enabling coercive and abusive behaviour.

In its final response letter (our copy undated) said Mrs G and her ex-husband are both currently named on the mortgage loan and are liable under the mortgage agreement. And to release Mrs G from the agreement, her ex-partner would need to make a change of borrower application, which would be subject to an affordability assessment. But, it said, it cannot get involved in marital disputes or appear to favour one side over another.

However, Nationwide acknowledged it should have accepted Mrs G's initial expression of dissatisfaction as a complaint and responded to it sooner. For that it offered Mrs G £100.

Dissatisfied with Nationwide's response, Mrs G asked us to consider her complaint. Our investigator didn't uphold Mrs G's complaint. He said Nationwide isn't bound by the court order of 2014. Instead, he said, the agreement that is relevant in terms of Mrs G's relationship with Nationwide is her original mortgage agreement and any subsequent amendments to that. And our investigator said he thinks it's reasonable that Nationwide seeks to ensure that its position isn't adversely affected by any change to Mrs G's mortgage. Our investigator said he thought the £100 Nationwide offered in respect of delaying the setting up of her complaint was reasonable.

Mrs G didn't agree with our investigator's opinion. She said it supports abusive and coercive behaviour and said she should not have to live under the control of an abusive ex-husband because of a contract she signed years ago. Mrs G said, to obtain a divorce, she had to agree to hand over all the proceeds of the house and its contents to her ex-husband, and

now she should be given her financial freedom. She said the £100 offered is an insult for 12 years of Nationwide refusing her requests to be released from the mortgage.

As Mrs G didn't agree with our investigator, her complaint has been passed to me for a final decision.

### **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.

Firstly, I recognise that Mrs G is in a particularly challenging position. From her description of what's happened, it's easy for me to understand why this complaint is so important to her and why the whole matter has been so frustrating for her. Based on what she's said, I think it's entirely reasonable that she wants financial freedom, having handed over any benefit she might gain from her matrimonial home and its contents, to obtain a divorce.

However, I think what our investigator has said in his opinion is fundamentally correct. I'll explain why I agree with him.

I understand that Mrs G feels she shouldn't be held to an agreement she signed a long time ago, particularly as the consequences for her doing so must seem so disproportionate to any benefit she received. But Nationwide agreed to that mortgage based on the fact that two people were committed to repaying it. Mrs G and her ex-partner agreed to take the mortgage to buy their matrimonial home on the understanding that both of them were committed to repaying it. The original mortgage offer says:

*"JOINT BORROWERS: - Joint borrowers are advised that each of you will be equally responsible for the whole loan and the repayments and not just a share of them, regardless of how you and any joint borrower(s)hold the title to the property."*

I would consider a condition similar to that is expected and standard throughout the mortgage industry for mortgage contracts involving joint borrowers. And that's what Mrs G agreed to in order to obtain the mortgage she wanted. So, until such time as the mortgage is repaid or Nationwide is satisfied that Mrs G's ex-husband can afford to take on the mortgage without her – by way of a 'change of borrower' application – Nationwide isn't obliged to release Mrs G from the commitment she agreed to.

As our investigator has said, Nationwide wasn't a party to the court order of 2014 relating to Mrs G's divorce settlement. The court order was not directed at Nationwide and doesn't suggest that Nationwide has a responsibility to release Mrs G from her commitment. Nationwide is not bound by that court order.

I don't think it would be fair for Nationwide to put unreasonable barriers in Mrs G's way. And I think it should continue to discuss matters with her where reasonable to do so. But I don't think it's acted obstructively here. I think it is reasonable that it needs to hear from Mrs G's ex-husband that he wants to take on the mortgage; that his income satisfies Nationwide's standard affordability criteria; and that its standard procedure is carried out so that legal requirements are met. But I don't think there's a way that Nationwide can force him to do that, or that it is Nationwide's responsibility for doing so.

Mrs G has said that our response supports abusive and coercive behaviour. I think it's important that I address that point. Mrs G has asked us to address a complaint that Nationwide has acted unfairly or unreasonably in not releasing her from her mortgage. We haven't been asked to address the behaviour of Mrs G's ex-husband, nor do we have the

remit to do so. Even if I thought Mrs G's ex-husband's behaviour may have an influence on how Nationwide should respond to her requests, as he is not a party to this complaint, he has not had the opportunity to give us his version of events. That means, we could not fairly conclude that Mrs G's ex-husband's behaviour should compel Nationwide to act differently in relation to its requirements for releasing Mrs G from her mortgage.

So, for the sake of clarity, I don't agree that our response supports abusive and coercive behaviour, and I don't think Nationwide's actions do either.

Mrs G has also said she thinks Nationwide's offer of £100 is an insult. I don't agree. Nationwide makes it clear in its final response letter that the offer of £100 is to compensate Mrs G because it didn't set up her complaint following her first expression of dissatisfaction. I understand from the evidence available, that first expression of dissatisfaction was given during an online chat. Having seen that, I agree that what Mrs G said should have prompted Nationwide to start a complaint. That was on 22 May 2025.

Mrs G referred her complaint to this service on 12 August 2025. As I've said, our copy of Nationwide's final response letter is undated. But I think its offer of £100 to compensate her for the handling delay is reasonable. I say that because respondent businesses have eight weeks to respond to complaints and I don't think any delay outside of the initial eight weeks from 22 May 2025 has had a significant impact on Mrs G's situation overall – particularly as I haven't upheld her complaint.

Overall, while I understand the frustration and personal limitations of Mrs G's circumstances, I don't think Nationwide is the cause or is acting unfairly or unreasonably. So, I don't uphold her complaint.

### **My final decision**

My final decision is I don't uphold Mrs G's complaint about Nationwide Building Society. But it should pay her the £100 offered if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 28 January 2026.

Gavin Cook  
**Ombudsman**