

The complaint

Mr S complains that Nationwide Building Society ("Nationwide") allowed his ex-wife access to his savings account and enabled her to withdraw £8,000 without his consent.

What happened

In March 2019 Mr S and his ex-wife were going through a difficult divorce. Following advice from his solicitors and prior to the financial settlement Mr S asked Nationwide to add a Marital Dispute Block (MDB) to his joint accounts with his ex-wife which would block withdrawals from the account without both party's consent and allow any joint assets to be dealt with in court.

In response to this Nationwide placed a block on Mr S's current account jointly held with his ex-wife.

Mr S says following his divorce he started adding funds towards his retirement to what he thought was a solo savings account which he'd held for a number of years.

Nationwide say that archived statements show that this account was held jointly by Mr S and his ex-wife as statements were sent annually to both since 2001 but haven't been able to evidence how Mr S's ex-wife was added or when this happened.

On 10 April 2025 a few years after Mr S's divorce and financial settlement had concluded Mr S's ex-wife attended a Nationwide branch and withdrew £8,000 from Mr S's savings account without his knowledge or consent.

On discovering this Mr S contacted Nationwide as he suspected fraudulent activity on his account. It was at this point Mr S was advised his ex-wife was a joint account holder. Mr S dispute's this and believes his ex-wife must have forged his signature to be added to the account. Mr S complained that he had no knowledge of his ex-wife being added to his savings account and had he'd known this he wouldn't have been adding funds to it.

Furthermore, Mr S complained that Nationwide should've added a MDB to this account in 2019 when he asked for *all joint accounts* to be blocked and was concerned that statements of the account were given to his ex-wife that showed his current address breaching General Data Protection Regulations (GDPR).

Nationwide say that Mr S's wife was added to this account in 2001 but haven't been able to evidence this or how it happened. Nationwide denies that it shared any of Mr S's details with his ex-wife but that it is possible the statements Mr S's ex-wife ordered and was entitled to could've had his address on them. Nationwide say as she was a joint account holder it hadn't made a mistake in allowing her to withdraw funds from the account or ordering statements. But Nationwide admitted that it failed to apply a block to the savings account in 2019 when Mr S requested it add a MDB to his joint accounts and could've done more and offered Mr S £500 compensation.

Nationwide have also acknowledged that the statements show that all contributions into the joint savings account from March 2017 came from Mr S's sole account and that when Mr S requested the MDB in 2019 the account only had a balance of £71.

Mr S was dissatisfied with this and so brought his complaint to this service. Mr S wants Nationwide to cover his financial loss of £8,000.

One of our investigators looked into Mr S's concerns and thought given the bank statements and correspondence received from Nationwide in relation to this account only show Mr S's name and there is nothing on Mr S's online platform indicating a joint party, they could understand why Mr S believed the account was solely his. Furthermore, given the circumstances of Mr S's divorce they thought it unlikely Mr S would deposit money into an account his ex-wife could access.

And as Nationwide have admitted they should've done more when Mr S requested the MDB to be added to his joint accounts, they thought Nationwide had made an error by not adding the MDB to the joint savings account resulting in Mr S's ex-wife wrongly having access to the funds deposited by Mr S and Mr S suffering a financial loss. And so to put things right they thought Nationwide should refund Mr S the £8,000 withdrawal and apply interest at the same rate as the savings account from 10 April 2025 to settlement and compensate Mr S £500 for the distress and inconvenience this situation had caused.

Although Nationwide were given multiple extensions to respond to our investigator's view and recommendations, Nationwide still haven't responded or provided any further evidence or information for consideration. And so Mr S's complaint has been progressed for an ombudsman's 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.

I hope that Mr S won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of Mr S's complaint is that Nationwide wrongly allowed his ex-wife access to his account resulting in him being £8,000 out of pocket.

It might help if I explain that my role is to look at problems that Mr S has experienced and see if Nationwide has made a mistake or treated him unfairly. If it has, we seek to put - if possible - Mr S back in the position he would've been in if the mistakes hadn't happened. And we may award compensation that we think is fair and reasonable.

And after considering everything carefully, I'm in agreement with our investigator and I don't think there is anything much more of use I can add.

Nationwide haven't been able to evidence when or how Mr S's ex-wife was added to his sole savings account but I don't think this matters, as I'm satisfied on the evidence I've seen that when Mr S started depositing money into his account - post his divorce from his wife - that he wasn't aware she was a joint account holder or that he had reason to believe that this was the case.

And as such he wouldn't have known to specifically ask Nationwide to add an MDB to this account and nor do I think Mr S would've deposited funds into this account had he known his ex-wife could access it. And because Mr S made Nationwide aware of his circumstances

when he asked for the MDB to be applied to his joint accounts, I think there has been a failing on Nationwide's part by not applying the MDB to all Mr S's joint accounts and making Mr S aware of all the accounts he held jointly with his ex-wife. Indeed, Nationwide have admitted it could've done more at the time.

And so as a direct result of this I think Mr S has suffered a financial loss of £8,000. So to put Mr S in the position he'd be if this hadn't happened, I'm in full agreement with our investigator and think Nationwide should reimburse Mr S £8,000 plus interest at the same rate that was being earned on the account from 10 April 2025 to settlement and pay the compensation of £500 as previously offered for the distress and inconvenience Mr S has suffered.

I accept that this could be viewed as a civil matter that Mr S could address with his ex-wife or through other legal means. But given I think the withdrawal was only made possible due to Nationwide's errors, I don't think it would be fair or reasonable for Mr S to bear the potential financial burden this would bring or for him to suffer any further distress and inconvenience in trying to recoup the financial loss here.

My final decision

For the reasons I've explained, I uphold Mr S's complaint and direct Nationwide Building Society to reimburse Mr S the £8,000 withdrawal plus interest at the rate the account was earning, and to compensate Mr S £500 for the distress and inconvenience suffered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 December 2025.

Caroline Davies
Ombudsman