# ‘Locked into a mortgage, locked out of my home’

## How perpetrators use joint mortgages as a form of economic abuse and how to stop them.

September 2024


# Author:

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# Content warning:

This report includes detailed accounts of domestic abuse, including economic abuse, mental health needs, self-harm, and suicide. Please read with care. These accounts are in grey boxes, so that they easily stand out to the reader, in case they do not wish to read them.

Please visit our website here for resources which you may find useful. Further information about other specialist domestic abuse support can be found here. For mental health needs support, including feelings of self-harm or suicide, please visit the Samaritans website or call their helpline on 116 123.

# Contents

# Acknowledgements

**This report is dedicated to women who have had their lives devastated by abusers' use of a joint mortgage to economically abuse. We hope it will bring about much-needed change to prevent joint mortgage economic abuse and help them access the support they need to regain safety, freedom, and rebuild their lives.**

Thank you to all the women who shared their experiences of economic abuse through the joint mortgage they shared with an abuser with us. Thank you to the five victim-survivors of economic abuse who generously took the time to speak with us about their experiences and allowed us to share their stories.

Thank you to our frontline partner Money Advice Plus for their contributions to the report. We would like to thank Latham & Watkins for their support in producing this report, and all our other stakeholders who had feedback on the report to help strengthen its recommendations.

We would also like to thank the Joseph Rowntree Charitable Trust and the abrdn Financial Fairness Trust for funding our vital research, and our work pushing for positive change for economic abuse victim-survivors through the financial services sector and its products and services.

Thank you also to the Aviva Foundation for their previous funding, which supported early thinking on the issue of joint mortgage economic abuse, without which this report would not have been possible.

THE JOSEPH ROWNTREE CHARITABLE TRUST

The Joseph Rowntree Charitable Trust is a Quaker trust which supports people who address the root causes of conflict and injustice. It is a charity registered in England and Wales (210037).

abrdn Financial Fairness Trust

abrdn Financial Fairness Trust funds research, policy work and campaigning activities to tackle financial problems and improve living standards for people on low-to-middle incomes in the UK. It is an independent charitable trust registered in Scotland (SC040877).

## Foreword:
# Latham & Watkins

We are proud to have partnered with Surviving Economic Abuse in its efforts to transform the UK legal and regulatory landscape to empower victim-survivors of economic abuse.

Working towards a framework to address jointly-owned mortgage property will provide certainty and clarity for victim-survivors as they strive to rebuild their lives.

## Foreword:
# Nicole Jacobs
## Domestic Abuse Commissioner

In 2021, the Domestic Abuse Act defined economic abuse in legislation for the very first time. This pivotal moment of recognition was thanks in large part to the advocacy efforts of Surviving Economic Abuse whose pioneering work has completely transformed our understanding of economic abuse.

Fast forward to today, and a case involving economic abuse is reported to the police every twenty minutes [1]. Whilst the high frequency of reports is concerning, I fear that it only scratches the surface of the real figures. However, I am encouraged to see this level of economic abuse awareness which will undoubtedly have a positive impact on the lives of survivors.

Over the years, Surviving Economic Abuse's research has shown us a wide array of economic resources that perpetrators co-opt to further their abuse, including benefits, joint bank accounts and credit cards.

This report is no different. It provides a chilling insight into the misuse of joint mortgages as a form of 'economic exploitation, sabotage and restriction'.

That the detrimental impacts of this form of economic abuse are so far reaching for survivors and their children is shocking, but unfortunately not surprising. From mortgage arrears and destroyed credit ratings, to a lifetime of housing and economic insecurity, and even repossession and homelessness. This simply must be addressed.

That's why I support this report's recommendations for urgent protections to be put in place for survivors impacted by this form of economic abuse, and for banks to adopt a flexible approach to cases of domestic abuse.

Economic abuse can be devastating, with long-term consequences felt long after the relationship has ended. Every survivor deserves the support they need to recover from the abuse, and rebuild their lives, including the economic and financial means to do so. This must include disrupting perpetrators' abusive behaviour.

A joint mortgage should never be used as a weapon of abuse against a survivor. I hope Government acknowledges the important recommendations in this report and considers how it can work in a Coordinated Community Response with the specialist domestic abuse and financial sectors to implement much-needed reforms.

domestic abuse commissioner

# Executive summary

## Summary of findings

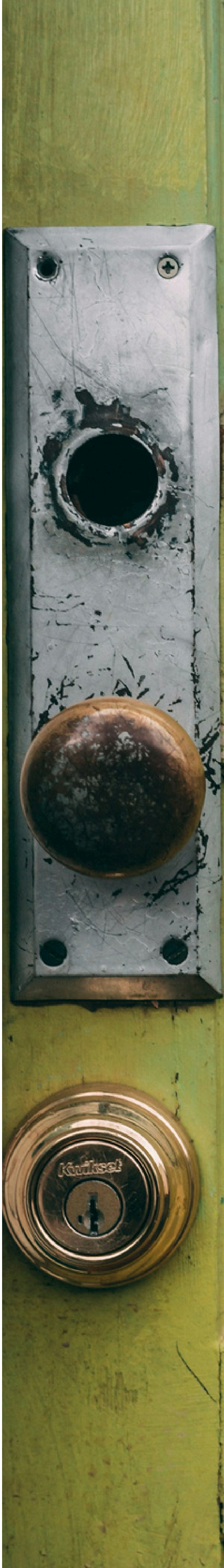
One in eight UK women who held a joint mortgage in the last two years experienced joint mortgage economic abuse from a current or former partner – equivalent to over 750,000 people, according to a new report by Surviving Economic Abuse (SEA) [2]. This form of abuse is locking victim-survivors into a joint mortgage with the abuser and out of a safe and secure home.

Joint mortgages are a form of secured lending typically with joint and several liability. This means that under current laws, both people are jointly and separately responsible for paying the whole debt, whether they live in the property or not, and any contractual changes to the mortgage require both parties' consent. This stands even in cases of economic abuse, including in cases where the perpetrator is using the joint mortgage to cause financial harm to the victim-survivor, including long after they have fled.

Economic abuse is a form of domestic abuse as defined in the Domestic Abuse Act 2021. It includes the perpetrator controlling a partner or ex-partner's money and finances, and the things money can buy, to prevent victim-survivors from accessing safety and freedom.

**750,000**

**UK women who held a joint mortgage in the last two years experienced joint mortgage economic abuse from a current or former partner**



Victim-survivors have shared that perpetrators are using joint mortgages as a form of economic abuse, often alongside other economically abusive behaviours, to control them and cause economic harm. This includes perpetrators using behaviours such as:

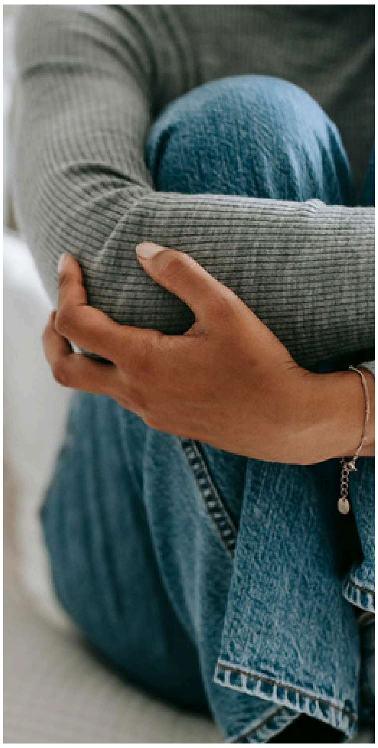
- Exploiting the victim-survivor’s joint mortgage liability by forcing them to pay all or more than their ‘agreed share’ of the mortgage, even when they have been forced to flee the property. This also includes accruing debts against the property for which the victim-survivor is jointly liable, or stealing their money that is otherwise used for paying the mortgage.

- Sabotaging the victim-survivor's ability to make their monthly mortgage repayments by refusing to contribute to other costs, such as child maintenance. This can also include preventing repossession or sale of the property to trap survivors in the joint mortgage. For example, perpetrators making ‘token’ payments to halt repossession proceedings, or stop a sale by disrupting house viewings or damaging relationships with estate agents.

- Restricting the victim-survivor's ability to make decisions regarding their mortgage which are in their best financial interests, as well as controlling the income they intend to use to pay the monthly mortgage.

The life-threatening impact of this form of abuse is astounding. Over three-quarters (78%) of women who experienced joint mortgage-based abuse surveyed said the perpetrator’s joint mortgage abuse prevented them from leaving an unsafe living arrangement or their current or ex-partner.

Victim-survivors shared desperate circumstances of being denied access to life-saving refuge. Owning their own home meant they could not access the housing benefit required to cover the rent while remaining contractually responsible for mortgage payments on the unsafe home they had to flee.



While some victim-survivors have been forced into immediate and long-term homelessness to escape the abuser, others shared that their only option was to return to the abuser, where they faced the risk of further harm or being killed.

Whether victim-survivors are forced to flee, remain with or return to the abuser, they have to cut back on essentials for themselves and their children to try to keep a roof over their heads and maintain mortgage repayments.


**82%**

**of UK women who experienced mortgage-based abuse surveyed said the cost-of-living crisis worsened its impact**

As living costs and mortgage interest rates soared during the cost-of-living crisis, victim-survivors have increasingly struggled to make ends meet. The victim-survivors we interviewed described dire circumstances of needing to rely on food banks to feed their families and turn off the heating in the winter so they could keep up with monthly mortgage repayments.

Despite making these profound sacrifices, our report includes detailed accounts of victim-survivors who have had their lives destroyed by the perpetrator's joint mortgage abuse. They have been left with mountains of mortgage arrears, destroyed credit ratings, homelessness, and a lifetime of housing and economic insecurity. It's no wonder that a staggering 89% of women who experienced joint mortgage-based abuse surveyed disclosed negative mental health impacts because of the abuse, such as anxiety, depression, and suicidal thoughts.

Furthermore, due to long, expensive, inaccessible civil legal proceedings - which are often prolonged or derailed by the abuser as a form of economic abuse - victim-survivors are forced to wait many years for a legal outcome awarding one party the home following separation. This could enable the contractual removal of the perpetrator or victim-survivor from the joint mortgage, or the sale of the property.

These legal proceedings often fail to consider the impact of economic abuse when determining the division of finances and assets. For example, if one party has coerced the other into debt or deliberately accumulated mortgage arrears to erode equity in the joint property. Furthermore, they often fail to pre-empt how a perpetrator may obstruct the enactment of the court order, for example, by refusing to sign or comply with the order.

The restrictive legal aid means-test and a severe lack of legal aid solicitors mean that victim-survivors can rarely access legal support or representation in navigating these proceedings. As a result, many victim-survivors do not access these remedies at all and are left without their fair share and economically worse off. For cohabiting couples, these prospects are even worse, with no existing legal mechanism for a fair division of money and assets outside inappropriate property law rules.

The financial services sector is committed to supporting victim-survivors of domestic, including economic, abuse. Through the introduction of the Financial Conduct Authority's (FCA) Consumer Duty (2023) [3] and Guidance for Firms on the Fair Treatment of Vulnerable Customers (2021) [4], financial services firms are required to avoid causing foreseeable harm to vulnerable customers, which includes victim-survivors of domestic abuse. The fair treatment of customers is further supported by the Mortgage Conduct of Business Rules (MCOB) [5].

Following the publication of the Financial Abuse Code [6], UK Finance has worked with industry stakeholders and legal partners to identify the risks faced by victim-survivors and highlight some of the solutions in its recent report 'From Control to Financial Freedom' [7]. Critically, the UK Finance report recognises that victim-survivors need to be supported to separate joint financial products, including joint mortgages, to achieve financial stability and independence.

Our report welcomes and reiterates many of the recommendations made within UK Finance's report, and seeks to build on its findings by providing a strong evidence base on how perpetrators' joint mortgage abuse causes severe harm to victim-survivors. The findings in our report demonstrate a clear and urgent need for improved protections for economic abuse victim-survivors and opportunities for perpetrators to use joint mortgages to cause devastating harm to be closed down, both during a relationship and post-separation.

Working closely with pro-bono legal partners, we make recommendations for the government, financial services firms, and the regulator. The detailed list of recommendations can be found at the end of the report on page 73.

# Summary of recommendations

**In summary, our priority calls are:**

## 1. Alongside UK Finance, we are calling for the government to urgently convene a cross-government task force on economic abuse.

This should be led cross-governmentally by the Home Office and Treasury, focusing on joint mortgages in the first instance, with input from stakeholders across the financial services, legal, and violence against women and girls (VAWG) sectors.

We encourage partners to explore potential legal mechanisms, including the pros and cons of court-ordered interim several liability in cases of domestic abuse, to prevent perpetrators from causing significant harm while awaiting the outcome of civil legal proceedings.

## 2. For financial services firms to consider actionable steps they could take to stop perpetrators from using mortgage products and services to cause harm and offer support to victim-survivors.

**Key recommendations for firms include:**

- Take an individualised approach to forbearance in economic abuse cases by considering acting on the consent of one customer to agree to interim forbearance measures where it supports good outcomes for victim-survivors and prevents causing foreseeable harm to other joint mortgagors. This approach could also be reflected in the terms and conditions of joint mortgages and firms' domestic abuse policies, so that this approach is clearly set out within the policy framework and the mortgage terms.

- Apply flexibility and discretion to affordability assessments by considering evidence of victim-survivors consistently paying monthly repayments in full, as well as how the perpetrator's economic abuse may have previously impacted the victim-survivor's disposable income.

- Apply flexibility and discretion when implementing repossession proceedings, for example, by providing tailored communications to victim-survivors or disregarding perpetrators 'token' payments to trap survivors by delaying repossession.

- Use specialist training, specialist vulnerability teams, and specific domestic abuse policies and procedures to ensure customer-facing staff are equipped to identify and respond to economic abuse, and safely manage contact with both parties.

## 3. For the regulator to clarify and strengthen the regulatory basis for financial services firms to avoid causing foreseeable harm to economic abuse victim-survivors through perpetrators' abuse of joint mortgage products and services.

We propose that simple and straightforward amendments could be made to MCOB, the Consumer Duty Guidance via the Guidance for Firms on the Fair Treatment of Vulnerable Customers FG21/1, and the Financial Abuse Code to provide clear and robust guidance and rules to support firms to provide tailored support to economic abuse victim-survivors as a vulnerable customer. This will help ensure all victim-survivors can consistently access the support they need from firms to achieve good outcomes as vulnerable customers.

## 4. For the Secretary of State for Work and Pensions to review and amend current universal credit, including housing benefit, eligibility criteria, so that victim-survivors with a mortgage are not denied the means to flee abusers and access safe accommodation for them and their children.

## 5. For the Lord Chancellor to ensure the Ministry of Justice (MoJ) will work alongside relevant stakeholders to improve economic abuse victim-survivors' experiences and outcomes in financial remedy proceedings.

**Key recommendations for the MoJ include:**

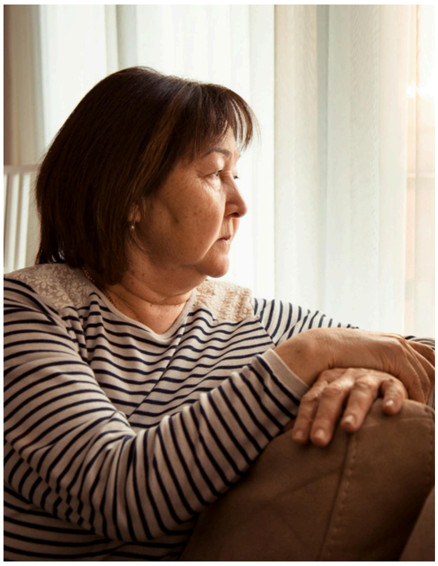
- Ensure greater consideration is given to economic abuse in financial remedy proceedings, and strengthen and clarify court orders related to the property to enable enforcement.
- Ensure victim-survivors can access legal information, advice, and representation by exempting them from the legal aid means-test, improving the supply of legal aid solicitors, and providing standardised information about the steps needed to be completed after a court order is made. This is a recommendation also made by UK Finance in its 'From Control to Financial Freedom' report.
- Ensure and improve the effectiveness of occupation orders for victim-survivors with a mortgage and honour the government's manifesto commitment to afford legal rights and protections to cohabiting couples.

## 6. Alongside UK Finance, we are calling for government leadership in developing an industry-wide approach to coerced debt, credit reporting, and restoration in economic abuse cases.

We welcome and reiterate the recommendations made by UK Finance in its 'From Control to Financial Freedom' report that calls for the Steering Committee on Reciprocity (SCOR) to assess how coerced debt should be reflected on credit files and seek a consistent, principled, and understandable approach to reporting.

We also invite interested firms to consider working alongside Money Advice Plus and SEA, to explore how the Economic Abuse Evidence Form (EAEF) [8] could be extended to secured lending, including mortgages, to reduce the number of times that victim-survivors must retell their story.

# Methodology



All our work at SEA is informed by Experts by Experience (EEG) — a group of over 100 women who talk about their experiences of economic abuse to impact positive change for themselves and others. The evidence, findings, and recommendations shared throughout this report are firmly rooted within the experiences and calls for change made by women who have experienced post-separation abuse through a joint mortgage. Many are still to this day living with the devastating and often lifelong impacts of the perpetrator's abuse.

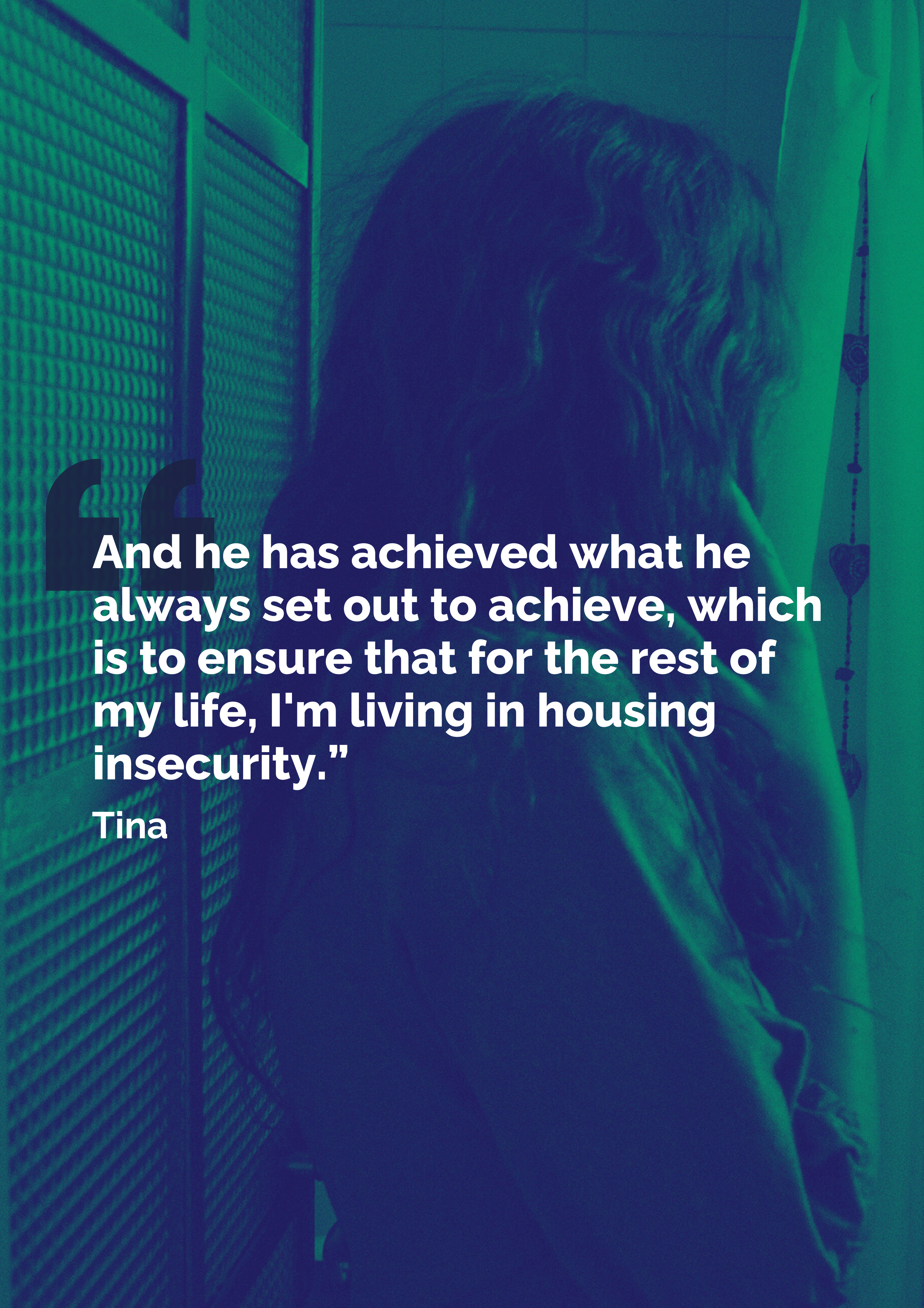
We gathered the experiences and feedback of the EEG in two ways: first, through a series of roundtable discussions with members of the group; and second, through individual in-depth interviews with four EEG members. Each of their stories are shared in detail throughout the report, often in their own words, and their names have been changed to protect their identities. Some readers may find the contents of the survivors' stories distressing, as they include detailed descriptions of domestic, including economic abuse, child abuse, mental health needs, and suicidal thoughts. Please read with care. Their stories are shared in the grey boxes, so they are easily identifiable if readers do not wish to read them.

The report was also informed by the experiences of victim-survivors of economic abuse who received support from the Financial Support Line (FSL) and casework services run by Money Advice Plus (MAP), our frontline partner. MAP's service offers both one-off and longer-term debt and money advice to victim-survivors of domestic abuse, including those who have sought advice and support related to a joint mortgage shared with the abuser. For the report, we analysed data collected from the service between April 2020 - March 2024 and interviewed three MAP FSL Money Advisers.

Alongside the compelling evidence provided by EEG members and MAP's FSL and casework services, we commissioned the independent insights agency, Opinium, to conduct a nationally representative survey to capture the scale of the issue, particularly in the context of the cost-of-living crisis. On behalf of SEA, Opinium surveyed a nationally representative sample of 1,178 UK women who currently or previously shared a joint mortgage with a partner or ex-partner in the last 24 months. The survey was conducted online from 11-22 July 2024.

Both men and women can experience domestic, including economic, abuse, and we hope the recommendations in this report will benefit all victim-survivors. Our research has focused on the experiences of women due to the gendered nature of domestic abuse, which disproportionately impacts women. Data from the Office of National Statistics (ONS) reveals that one in four women (27%) experienced domestic abuse, compared to one in seven men (13.9%) [9]. Furthermore, women are significantly more likely to be killed by a partner or former partner, with an average of one woman killed by a partner or ex-partner every four days [10].

Women's experiences of coercive and controlling behaviour, including economic abuse, have been evidenced to increase the risk of harm and homicide both during a relationship and post-separation [11]. Therefore, understanding how joint mortgages are used as a form of coercive and controlling behaviour that increases the risks of harm and homicide to women is of critical importance to achieving the government's ambition to halve violence against women and girls in the next decade.



**"And he has achieved what he always set out to achieve, which is to ensure that for the rest of my life, I'm living in housing insecurity."**

Tina

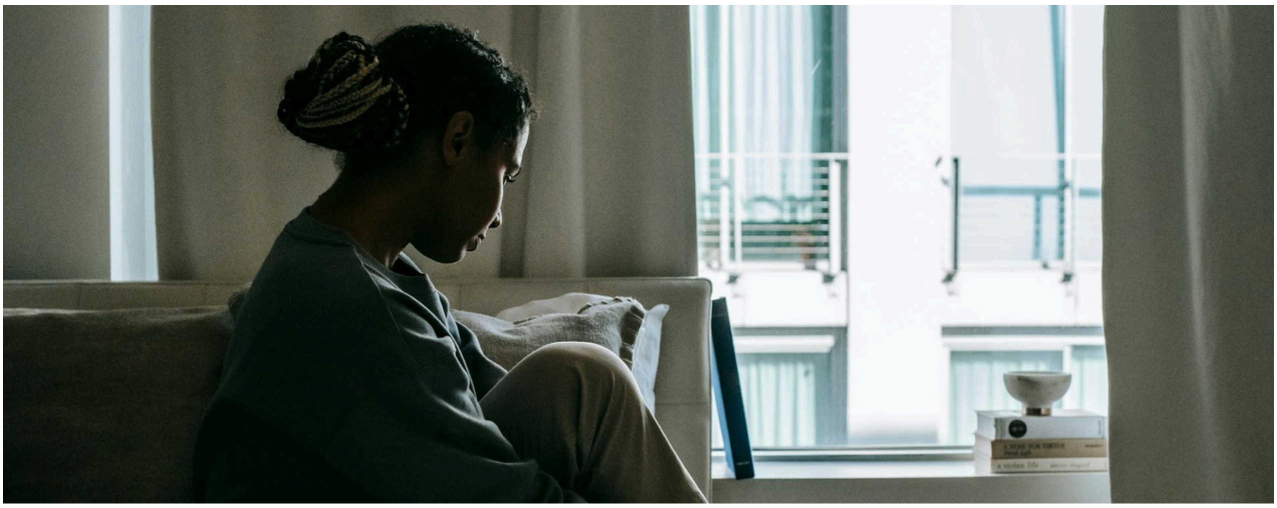
# Introduction

In the last year alone, one in five women in the UK experienced economic abuse — the equivalent of 5.5 million women [12]. Economic abuse includes when someone's partner or ex-partner controls how they acquire, use, and maintain economic resources such as employment, housing, money, food, clothing, and transportation. Abusers use three categories of abusive behaviours — restriction, exploitation, and/or sabotage — to control a partner's or ex-partner's economic resources.

Through economic abuse, perpetrators prevent victim-survivors from having control over the economic resources needed to flee, achieve safety, and (re)establish economic stability and freedom post-separation. For many victim-survivors, perpetrators will begin, continue, and escalate abuse post-separation, often through ongoing economic ties such as a joint mortgage or child maintenance, as other means of control are no longer possible due to a lack of physical proximity.

Economic abuse is rarely perpetrated in isolation. In a sample of victim-survivors seeking help for domestic abuse or financial issues related to domestic abuse, 95% reported experiencing at least one form of economic abuse [13]. We know from further evidence that economic abuse is likely to be perpetrated alongside other forms of domestic abuse, such as physical, sexual, and emotional abuse [14].

This means most victim-survivors experience economic abuse in the wider context of fear and isolation, and managing the risk of severe harm and being killed by the abuser. This was recognised by the government when it named and defined economic abuse in the statutory definition of domestic abuse within the 2021 Domestic Abuse Act for England and Wales. This also amended the Serious Crime Act 2015 by extending the offence of controlling or coercive behaviour, including economic abuse, to apply post-separation.



**1 in 8**

**UK women who have a joint mortgage experienced a current or former partner using the joint mortgage to economically abuse them.**

Our survey found that in the last two years, one in eight UK women who have a joint mortgage experienced a current or former partner using the joint mortgage to economically abuse them. This form of abuse is perpetrated both during the relationship and/or after separation. These experiences were mirrored by victim-survivors we interviewed and those who access the Financial Support Line (FSL) and Casework Service for Victims of Domestic Abuse.

Perpetrators' abusive behaviours through joint mortgages can be categorised in three key ways. These behaviours are rarely used in isolation, with many perpetrators using all three behaviours to coercively control victim-survivors. These categories include:

- Restricting the victim-survivor's ability to make decisions regarding their mortgage which is in their best financial interest, as well as controlling their access to economic resources used to pay the monthly mortgage.
- Exploiting the victim-survivor's joint mortgage liability by forcing them to pay all or more than their 'agreed share' of the mortgage, even when the victim-survivor has been forced to flee the property. This also includes accruing debts against the property or mortgage for which the victim-survivor is liable.
- Sabotaging the victim-survivor's ability to repay the mortgage and keep a roof over theirs and their children's heads. This includes behaviours such as preventing the sale or repossession of the property, or withholding the child support they are required to pay.

A perpetrator's ability to use a joint mortgage to cause harm both during the relationship and post-separation is directly linked to the nature of joint mortgages as a joint contract and a form of secured lending typically with joint and several liability. Joint and several liability means both joint mortgage holders are jointly and separately responsible for the entire mortgage debt. This means that if one party stops contributing towards the mortgage post-separation, both parties are contractually liable to make the repayment amount in full each month, and the lender can pursue them separately to pay the full debt – regardless of their circumstances or occupation of the property.

If this is not achieved, the joint account is considered in mortgage arrears and both account holders may be pursued to repay the debt, even if, for example, the victim-survivor is paying their 'agreed share' of the monthly payments or if the abuser is the sole occupier of the property. This impacts both parties' credit ratings and future ability to take on a mortgage or obtain further lending. It also places victim-survivors at risk of repossession and homelessness.

The fact of a joint contract also means that the consent of both borrowers is required in order for any contractual changes to the joint mortgage to be made. This may include, for example, the decision to change to a more competitive interest rate or remove one party from the joint mortgage.

Where forbearance options are available to a victim-survivor, it is typically the case that lender's willingness to agree non-contractual forbearance measures without one party's consent in cases of economic abuse depends on the lender's policies (setting out the outcomes available in each circumstance) and risk appetite, as well as the individual circumstances of each case.

However, in some cases, victim-survivors have shared circumstances where lenders have sought both borrowers' consent to proposed forbearance plans that do not require a contractual change, particularly when firms have a property 'dispute' marker on the file as a result of domestic abuse. In these circumstances, perpetrators can prevent victim-survivors from agreeing forbearance measures with their lender in order to cause further financial harm and increase the risk of repossession.

Lengthy and expensive civil legal proceedings are often required to determine the division of assets, including a joint property, following separation. This process is often also used by abusers to cause further harm by prolonging or derailing the proceedings, meaning victim-survivors are economically trapped with the perpetrator through the joint mortgage often for many years until these proceedings are finalised.

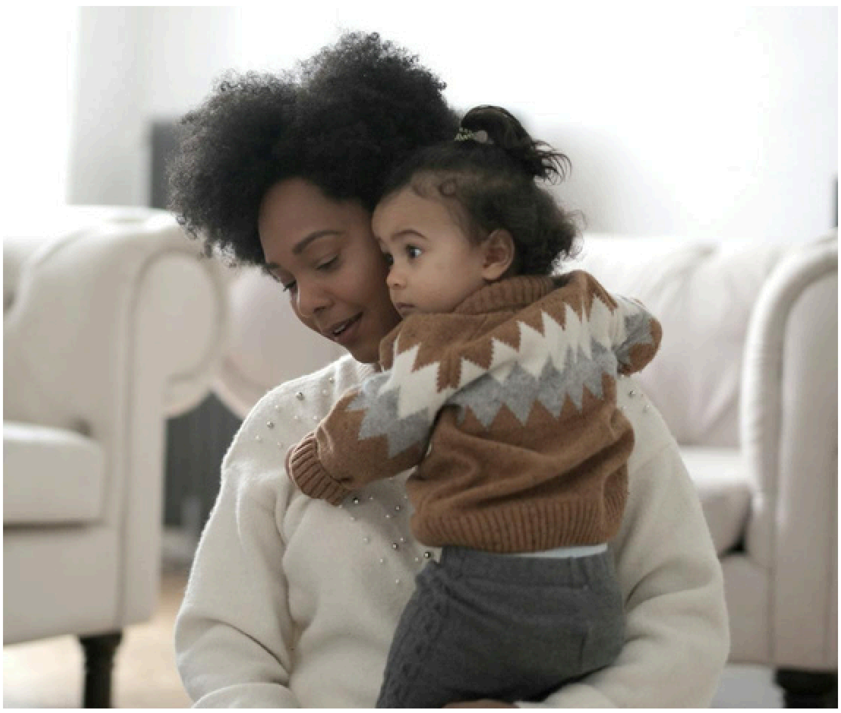
Due to the restrictive legal aid means-test and a severe lack of legal aid solicitors, many victim-survivors do not access any form of legal advice, information, or representation during these proceedings. This lack of legal advice and representation often leave victim-survivors without their fair share and economically worse off.

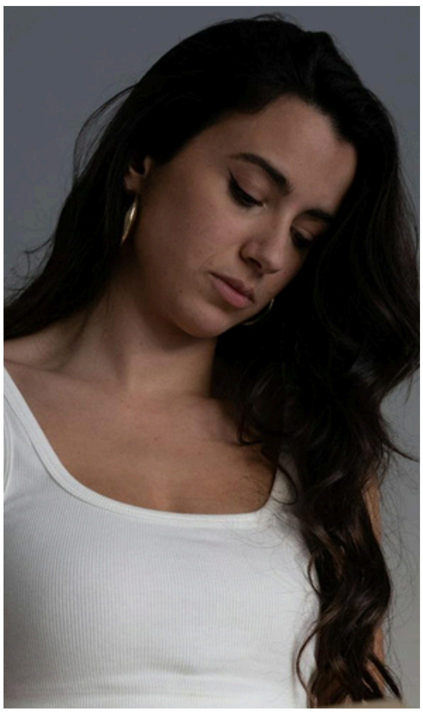
Furthermore, a lack of information about what steps victim-survivors need to take before and after financial remedy proceedings makes it difficult for firms to enact court orders that award the home to them. For example, unless a victim-survivor changes the title deeds via the Land Registry, it is not in their best interest for the perpetrator to be removed from the joint mortgage as they legally still own the property and can benefit from its sale.

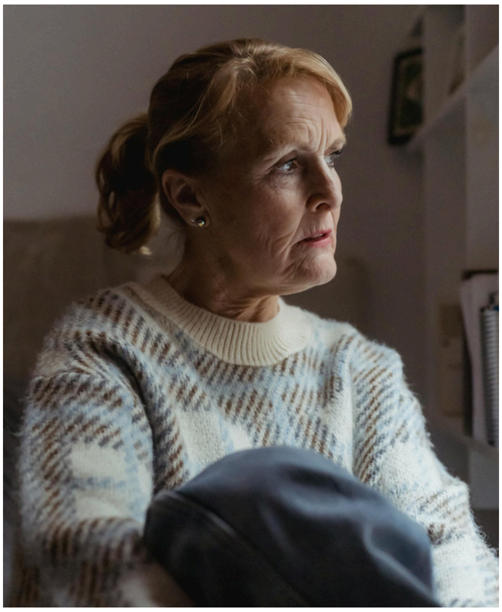
Even with a court order in place ordering the sale of the property or the removal of one party from the joint mortgage, the lender is not party to these proceedings and often court orders do not make clear who is responsible for the mortgage or how the order can be enforced if the perpetrator does not comply with the orders. This makes it difficult for lenders to act on the order. Even with a court order in place, the lender may decide that the abuser or victim-survivor cannot meet the lender's affordability criteria as a sole mortgagee, meaning the other's name must remain on the mortgage or the property sold. This ends up trapping the victim-survivor in a joint mortgage with the abuser long after separation, where they remain dependent on the perpetrator's consent to make any changes to the mortgage.

Victim-survivors have shared that the cost-of-living crisis has created a conducive context for the perpetrator's mortgage-based abuse, with eight in ten (82%) UK women who experienced mortgage-based abuse surveyed sharing that the cost-of-living crisis worsened its impact. As detailed in the case studies below, perpetrators utilised rising interest rates on top of increasing living costs to cause economic harm, by stopping their contribution to the mortgage during these periods or refusing to switch to a more competitive interest rate, forcing victim-survivors to cover higher mortgage repayments in full by themselves.

To further worsen these impacts, perpetrators may refuse, or ask firms to cancel, forbearance measures, such as payment deferrals or interest-only concessions - even if their consent is not required by the lender and the forbearance measure is in the best interest of both parties. The victim-survivors we interviewed shared how perpetrators would obstruct repossession or refuse to sell the property, knowing that it was the only way for the victim-survivor to financially de-link from the perpetrator and stop them from causing further harm.







The impact of the cost-of-living crisis is reflected in the experiences of victim-survivors who accessed the FSL and Casework Service run by MAP. Mortgage interest rates have soared with many new fixed-interest rate deals rising to about six per cent [15]. Following this rise in interest rates, an increasing number of victim-survivors contacted the FSL with mortgage issues – a quarter (25%) of clients in 2023/24 compared to just 14% in 2020/21 [16].

The MAP FSL Money Advisers interviewed shared that as interest rates spiked, victim-survivors were placed in the impossible position of choosing which debts to pay off while still being able to meet their and their children's basic needs. Victim-survivors with a mortgage had no choice but to prioritise these debts due to the devastating and immediate impact this would have on their credit scores. It's no surprise that victim-survivors accessing MAP's Casework Service with mortgage arrears, including fees, experienced a median combined debt amount of £23,200 – over £9,800 more than victim-survivors without a mortgage debt. Even when excluding the value of the mortgage debt, individuals holding a mortgage debt still owe £6,200 more than those without a mortgage debt [17].

Our research also found that children are significantly impacted by perpetrator's joint mortgage abuse. Our national survey found that women with children were nearly twice as likely to experience this form of abuse, with 15% of women who have a joint mortgage with their partner or ex-partner in the past 24 months and with children under 18 experiencing mortgage abuse compared to 8% with no children.

Parents with children are forced to go to great lengths to meet their children's basic needs while paying the mortgage and managing other debts. MAP's FSL Money Advisers further shared that victim-survivors were forced to take on additional debts, including payday loans with high interest rates, so they could support their children and still pay the mortgage.

Our survey also highlighted the profound sacrifices that victim-survivors had to make, including going without food and toiletries for themselves and their children or turning off the heating and electricity, just to keep a roof over their families' heads.

The immediate and long-term consequences of economic abuse through the joint mortgage, particularly in the context of the cost-of-living crisis, cannot be understated. Over three quarters (78%) of UK women surveyed who experienced mortgage-based abuse shared that it prevented them from leaving an unsafe living arrangement or their current or ex-partner. These experiences were mirrored by interviewed victim-survivors who shared how these behaviours both prevented them from leaving the abuser or forced them to return, where they faced an increased risk of harm and being killed. Victim-survivors who managed to leave, shared how they were forced into immediate homelessness, often sofa-surfing with friends, because they could not afford to pay for rented accommodation while also managing mortgage repayments to avoid falling into arrears and damaging their credit scores.

The immediate and long-term consequences of mortgage-based abuse for victim-survivors are devastating, leading to mountains of debt, irreparable credit damage, repossession, homelessness, and a lifetime of housing and economic insecurity. This prevents many victim-survivors from taking out a mortgage in their own name, privately renting, or even taking out a mobile phone contract because of their destroyed credit rating.

**78%**

**of UK women surveyed who experienced mortgage-based abuse shared that it prevented them from leaving an unsafe living arrangement or their current or ex-partner.**

Interviewed victim-survivors shared the long-term and devastating impact this abuse had on their physical and mental health, leading to debilitating long-term conditions, which prevented victim-survivors from regaining employment. These accounts were further evidenced through our survey findings, showing that 89% of UK women who experienced mortgage-based abuse said that the perpetrator's abuse negatively impacted their mental health, leading to conditions such as anxiety, depression or suicidal thoughts.

Below we detail how abusers are currently using joint mortgages to economically abuse and the direct impact this has on victim-survivors' safety and economic stability. We also make recommendations for how the devastating impact of the abuser's actions can be mitigated when mortgage lenders use their flexibility and discretion to support good outcomes for vulnerable customers and help them avoid financial harm under the existing legal framework.

# How abusers use joint mortgages to perpetrate economic abuse and the impact on victim-survivors

# Abusers are preventing victim-survivors from fleeing and accessing safety

For victim-survivors of domestic abuse, leaving the abuser is both a dangerous and uncertain first step towards freedom. Perpetrators will use whatever tools available to prevent victim-survivors from doing so, including the threat of severe harm and being killed.

Even when a victim-survivor does flee, many are forced to return to the abuser due to the many barriers to achieving freedom, including a lack of safe accommodation, funds to flee, and support to navigate complex welfare and housing systems. As a result, victim-survivors will attempt to leave an average of seven times before being able to leave for good, according to the charity Refuge [18]. Even when a victim-survivor can leave for good, it is not without significant harm - victim-survivors face a long road to economic and housing security while far too many will never achieve this.

The victim-survivors we interviewed said that these barriers were further compounded by a lack of access to housing benefit to cover the cost of refuge or other safe accommodation. They told us that restrictive, and in some cases, incorrectly applied, housing benefit rules prevent victim-survivors who own their own home from being able to access this benefit, even when equity is trapped with the abuser. As a result, victim-survivors shared they could not afford refuge accommodation alongside their mortgage repayments. This led them to become homeless, often sofa surfing with friends for years on end, or forced them to return to the perpetrator where they face further harm and the risk of being killed.

While victim-survivors may be able to access other forms of support, such as the government's Support for Mortgage Interest scheme [19] to help cover the costs of monthly mortgage interest rates while accessing rented accommodation, this resource has significant limitations. It is only accessible to victim-survivors who are accessing qualifying benefits, such as Universal Credit [20], which victim-survivors who own their own home are often prevented from accessing due to the criteria setting the limit at £16,000 in investments or savings, even if this is inaccessible. Even when a victim-survivor can access this support, the scheme's short-term benefits are limited and could be harmful in the long term, as it is treated as a loan rather than a benefit, meaning they will have to repay it with interest.

When considering options to remain in their homes, victim-survivors have shared the inaccessibility of emergency court orders, such as occupation orders, which require the perpetrator to leave the property for the other occupiers' safety. Victim-survivors shared how these measures often fail to take into consideration their liability for the mortgage. In cases when they are not granted because the victim-survivor has fled to safe accommodation, it plunges the victim-survivor into housing insecurity because they cannot sustain both rent and mortgage repayments in the longer term.

MAP's FSL Money Advisers shared cases in which a victim-survivor had been granted an occupation order to stay in their home and pay the mortgage, however, the perpetrator failed to disclose their address to the court, allowing them to avoid being served the order for many months. This left victim-survivors at risk, fearing the perpetrator could legally return to the property at any point. Even in circumstances where the victim-survivor may be granted an occupation order, and a perpetrator is ordered to contribute towards the mortgage, this offers little reassurance for victim-survivors who know that these conditions are rarely enforced and do not change the joint mortgage contract. Even if they are enforced, under the terms of the joint mortgage the victim-survivor is still liable for the full repayments if the perpetrator does not pay their 'agreed share' and it negatively impacts their credit score.

## Barbara

These issues were clearly demonstrated in the case of Barbara, who was forced to flee the home she jointly owned with the abuser after he physically assaulted her so severely that she was hospitalised for several weeks. When she returned home, she found that the abuser had removed or destroyed furniture, clothing and belongings. He had also taken her passport, driving license, bank cards, and documents relating to her current and savings accounts. By accessing her current account, he stole tens of thousands of pounds and blocked her access to the account. He removed all the money from the joint account which paid for the mortgage, utilities, and insurance policies.

When Barbara was released from hospital, she was advised to stay in her home, but after a few nights she was terrified of what the abuser would do if he returned, and she went to stay with a family member. However, when the abuser found Barbara's whereabouts she was forced to move again for her safety, and she was offered a space in refuge. After just one night she was told that she did not qualify for housing benefit because she owned her home. Barbara had no income, no access to her bank account, and could not afford to maintain the rent for the refuge and continue to pay the mortgage. Barbara was forced into homelessness, sofa surfing with family and friends.

The abuser soon found out where she was, and fearing further harm, she was forced to flee again. With nowhere else to go, Barbara returned to refuge again, but was forced to leave after one night, again because she could not access housing benefit. This left Barbara homeless again, without access to her own bank account, and still liable for all the bills and the mortgage related to the joint property.

After over a year of homelessness, Barbara was given support by a housing adviser who informed Barbara that she had been wrongly advised that she could not access housing benefit, and he would support her to access it and find temporary accommodation. However, with no refuge space locally available, Barbara was offered accommodation deemed unsuitable by the council due to inadequate protection. With no alternative, Barbara had no choice but to accept. Barbara remained there for over two years.

During this time, Barbara continued to make many sacrifices to try and make minimal payments to start to clear off the debts she found out the abuser had made in her name. This included credit cards and insurance policies he had taken out without her consent, yet she could not end without his consent. She still owes her family over £30,000 that she borrowed to help pay the mortgage and related bills on the marital home before it was sold, while managing her living costs, car, solicitor fees, and court costs.

Finally, after three years of homelessness, following many delays and obstructions during the court process, her divorce was finalised. The judge made an order for sharing the equity from the sale of the marital home. Barbara used her share of the settlement to pay off all the debts, which the abuser had taken out in joint names, for fear of the lasting impact on her credit rating. At this time, she had not heard of Moneywise or debt advisers and she was suffering from PTSD so felt this was the only way forward for her to start to recover.

Barbara now has nothing to show for a lifetime of work, savings, and investment in her home. Having owned a home and paid a mortgage from a very young age, Barbara went into her marriage in a strong financial position. She was able to use the equity from her first house to pay a 50% deposit on a much larger home that she purchased with her ex-husband. By the time she was forced to flee, she only had two years left on the mortgage and hoped to carry on the payments, with the plan of being mortgage-free when she went into her retirement.

Instead, Barbara is now living in a significantly smaller 50% shared ownership property. When she was looking to purchase the property a few years ago, she was only able to afford a 50% share that cost less money than the 50% deposit she paid on the former marital property nearly 20 years ago. Barbara has no chance of ever owning the other 50%. She will be paying rent for the rest of her life. Her savings have been completely depleted by her efforts to pay off the abuser's debts made in her name, and she is fully dependent on her pension to make ends meet.

# Recommendations

**1. Equity that is trapped in a joint home shared with the abuser should not be a barrier to a victim-survivor accessing housing benefit when seeking to flee to safe accommodation. We recommend that the Secretary of State for Work and Pensions reviews and amends housing benefit eligibility criteria to ensure victim-survivors who own their home and are liable for mortgage repayments are not prevented from accessing housing benefit to cover the cost of safe accommodation.**

**2. As a part of wider reforms to Universal Credit, the Secretary of State for Work and Pensions should review and amend eligibility criteria to ensure that victim-survivors who privately own their home are not prevented from accessing Universal Credit to safely flee the abuser.**

**3. The Lord Chancellor and Secretary of State for the Ministry of Justice (MoJ) should review the effectiveness of Occupation Orders in circumstances where victim-survivors privately own their own home. This should include ensuring that family court magistrates and judges give regard to victim-survivors' liability for joint mortgages when granting an Occupation Order and making decisions regarding apportioning mortgage liability. The Lord Chancellor should consider these findings as it pilots and rolls out Domestic Abuse Protection Notices and Orders.**

# Perpetrators are forcing victim-survivors to remain trapped in the jointly mortgaged home and remain economically tied to the abuser

While many victim-survivors have been prevented from leaving or forced to return to the abuse due to a joint mortgage, victim-survivors have also shared experiences of being imprisoned in the home they shared with the perpetrator long after separation. Perpetrators often trap survivors by refusing to consent to the sale of the property in which they no longer live or pay towards, or by making 'token' repayments to avoid repossession. In cases where victim-survivors manage to maintain mortgage payments in full on their own, this may mean that the perpetrator is still entitled to a share of the equity in the property, despite making no repayments, unless the victim-survivor obtains a court order stating otherwise and has them removed from the title deeds.

Victim-survivors told us that they are trapped in the jointly-owned home and remain economically tied to the perpetrator, even when they have a court order awarding them the family home. This is also often related to affordability assessment rules set out in the MCOB, which means that even after a court order awards the home to the victim-survivor, the lender may be unable to remove the perpetrator from the mortgage if the victim-survivor does not meet affordability requirements as a sole mortgagee. Therefore, as a direct result of the economic harm caused by the perpetrator through joint mortgage abuse and other forms of economic abuse, the victim-survivor is forced to remain economically tied to the abuser and remain in dangerous accommodation.

## Sarah

Sarah shared that when she left her abusive husband, she was in an extremely vulnerable position. Her arm was in plaster after his physical assault on her, she was pregnant with young children to care for and had been forced to leave her career due to the impact of the abuse.

Even after separation, Sarah remained financially tied to the abuser, through the joint mortgage and child maintenance, to meet her children's basic needs and keep a roof over their heads. Six months after separating, the abuser stopped paying the child maintenance and stopped contributing to the joint mortgage on the home where Sarah was living with her children.

Sarah knew she could not maintain the mortgage repayments without his financial support, and she did not feel safe financially relying on him to do so. Instead, she decided the best financial decision was to sell the house while it had capital and use her share of the equity to make a fresh start for herself and her children, who did not feel safe living in the 'home' where the abuser had caused so much harm. However, the abuser used his position as a joint mortgage holder to refuse the sale of the property while continuing to withhold any form of child maintenance or contribute towards his agreed share of the joint mortgage.

To prevent the mortgage from going into arrears and meet her and her children's basic needs, Sarah resolved that if she could not sell the property, she would need to move on to interest-only repayments until the divorce and financial proceedings were finalised. However, the abuser used his position to refuse to give his consent to the lender. Throughout this period, Sarah made profound sacrifices to keep paying her mortgage, particularly as the variable interest rates caused her monthly mortgage repayment amount to rise by over 300%. Sarah shared how she began to use food banks and stopped putting on the heating in the winter just to pay for as much of the mortgage as possible each month. Despite these efforts, Sarah could not afford to maintain the mortgage and make ends meet, particularly as the cost of living continued to rise, and she was forced into arrears.

After over two years of divorce and financial remedy proceedings - caused by the perpetrator's multiple delays and obstructions which also led to a cost of nearly £15,000 in legal fees to Sarah - she was awarded the house and the judge ordered that the perpetrator be removed from the mortgage. However, during this time, Sarah discovered that the abuser had accrued significant debts which were then charged by the creditors against house, causing the property to go into negative equity and leaving no chance for Sarah to make the fresh start that her and her children had dreamed of.

With no benefit to selling the property, knowing that she would be on a social housing waiting list for years and could not afford to privately rent, Sarah knew her only option was to remain in the property and continue to pay the mortgage and the arrears. However, when she went to her lender with her court order in hand, demonstrating she had been awarded the family home and he no longer needed to be on the mortgage, the lender could not remove the abuser from the mortgage. Due to Sarah's need to use benefits after losing her career because of the abuser, the lender determined she did not meet affordability requirements, and they could not allow her to take on the mortgage solely. This was despite Sarah solely paying the mortgage for nearly four years.

After over a decade since Sarah fled the abuser, he remains on the joint mortgage. Sarah is unable to sell the property without his permission and he can at any point use his position to prevent Sarah from making mortgage repayment arrangements, for example by withholding child support payments, to maximise the economic harm. Sarah and her children remain trapped in a mortgage prison with no way out, and all these years later, Sarah said the abuser is:

**"still more or less pulling all the same strings even though I don't talk to or see him, and he has nothing to do with the children".**

# Perpetrators are benefiting from a legal system that is failing victim-survivors, who are being plunged into long-term economic and housing insecurity

Victim-survivors who are married or in civil partnerships are often reliant on financial remedy proceedings following a divorce to determine the division of assets, including the jointly owned home. These proceedings are often expensive and inaccessible and give little regard for the impact of economic abuse.

As demonstrated in our previous work, perpetrators will sabotage these proceedings through endless delays and withholding information, even when a court order is in place [21]. The inaccessibility of these proceedings is also exacerbated by the reduced availability of legal aid following cuts introduced by the Legal Aid, Sentencing and Punishment of Offenders Act 2012 [22]. The strict legal aid means test means that inaccessible savings in joint bank accounts shared with the abuser are considered when determining eligibility, while the negative impact of the economic abuse on a victim-survivors' disposable income is discarded, meaning that many victim-survivors cannot access legal aid and have no means to afford legal representation.

As outlined in the 'Fair Shares' report conducted by the University of Bristol and the Nuffield Foundation [23], this lack of access to legal aid means that women, and in particular victim-survivors of domestic abuse, are significantly less likely to get their fair share of money and assets upon divorce.

As the two cases below demonstrate, victim-survivors who cohabit face even greater barriers to gaining justice and a fair outcome, as they currently have no legal rights or protections available upon separation based on their relationship status. Instead, cohabiting victim-survivors are often forced to pursue legal recourse through the Trusts of Land and Appointment of Trustees Act 1996 (ToLATA).

Victim-survivors have shared that this option is inaccessible, lengthy, and the costs are prohibitive, including requiring the applicant to cover both parties' legal costs. Critically, through ToLATA proceedings, there is no legal mechanism for the court to consider the impact of economic abuse in the division of property assets and debts. Victim-survivors shared how these legal gaps emboldened the abusers to negotiate unfairly out of court, knowing that they are unlikely to proceed to court due to the prohibitive cost of the applicant having to pay both parties' costs.

By being forced to resolve issues related to the family home through a county court process, victim-survivors are also dependent on the decisions of commercial legal specialists and judges, who often have little understanding or awareness of domestic abuse, but upon whom victim-survivors are reliant for their greater knowledge of commercial law. Conversely, victim-survivors tell us that family lawyers simply do not have sufficient expertise to give effective advice on ToLATA matters, with one woman who switched to a commercial lawyer citing significant differences in the advice given.

During these long and often inaccessible proceedings, perpetrators can continue to cause significant harm through the joint mortgage. As the cases below demonstrate, when lenders are not permitted to act flexibly and offer support options to survivors, abusers can use their products to abuse and cause harm to victim-survivors. As a result, victim-survivors are forced into positions of economic reliance on the perpetrator if they cannot meet affordability requirements as a sole mortgagee, or are forced to sell at a significant loss. Due to ongoing liability for coerced debts and destroyed credit scores, victim-survivors shared circumstances where they cannot even afford rented accommodation or do not have the credit rating to secure a private tenancy. As a result, they are forced into long-term homelessness and housing insecurity.

## Annie

Annie had cohabitated for over 20 years with her abusive partner before she felt able to leave with her young children. She left while he was out of the house, during the summer holidays, after giving in her notice on a secure full-time job. Annie began renting a property far from the abuser and near her family, while the perpetrator remained in their mortgaged home.

Annie had already endured many years of coercive and controlling behaviour, including economic abuse, which prevented her from leaving the abuser. She shared how at the end of every month she had no money left, as she was pressured into paying all the household bills and coerced into taking out loans in her name on his behalf, which he did not reliably repay.

When the abuser wanted to take out a joint mortgage, he insisted that they include a drawdown facility of £20,000, which he stated she could use as a deposit for a future home if the relationship was to break down. Instead, the abuser coerced Annie to jointly consent to him using the drawdown to buy a new expensive car which made leaving even more difficult.

Annie was also coerced into consenting to the abuser being named as the primary payee and for the mortgage repayments to come from his sole account, so this would enable him to get a greater share of the equity after separation. Annie had no choice, but to agree to these terms for fear of harm.

As a means of ongoing economic control after Annie fled with her children, the perpetrator coerced Annie to maintain her contribution towards the joint mortgage, by insisting it would "look bad" if she didn't continue to "pull her weight." Annie was aware that she could face significant and long-term economic harm if she did not maintain her agreed share of the mortgage payments, so she continued to pay both her rent and her share of the mortgage. While Annie struggled to make ends meet – working only part-time so she could care for her youngest child, pay her rent and her half the mortgage – the abuser had taken on lodgers, who paid their rent directly to him.

Annie knew the only way to separate herself from the abuser was to sell the property and split the equity. However, the perpetrator continued to sabotage the sale, including contesting the valuation, switching estate agents, and attempting to coerce Annie into dropping the sale. Annie had no other choice, but to instruct a solicitor to order the sale of the property.

In response, the abuser sought parental responsibility for the children with unsupervised contact. For fear of the abuser's further physical and emotional harm to her children, Annie knew she could not allow this to happen and was further forced to go through separate children's proceedings. Annie described the complexities of navigating the children and the housing legal systems separately and the reliance on legal professionals who had no understanding of or consideration for how her experiences of domestic, including economic, abuse was relevant to both outcomes. The impact of these stresses on Annie's physical health led to her being hospitalised.

Throughout these processes, the abuser coerced Annie to return with the children every other weekend, as the only means of receiving any child support, which would drastically fluctuate each time.

Annie described how she had no choice but to stay there with the children for fear of the harm he would do to them, and because there was a string of lodgers living there. Annie described that it felt as though she was constantly being forced back into a relationship with him, where he continued to abuse her and control her access to economic resources for her children.

After two years of legal proceedings, a sale went through with Annie being awarded less than 50 percent of the equity. Annie said that had it not been for the help she was able to have from her family, she would have been far worse off. Due to the impact of the abuse on her health, she has not been able to work again. As a consequence of having to give up her safe job in order to get away, Annie was unable to continue making her pension contributions as she no longer earned enough to contribute to her pension and feed and clothe her family. Annie has been left with far less financial security than her original job would have afforded her.

# Tina

When Tina left her abusive ex-partner, they agreed through a solicitor that he would continue to contribute to the joint mortgage until their child had completed their education. With a successful career, a good credit score, and a good mortgage repayment rate, Tina believed she could soon pay off the mortgage and achieve financial stability and freedom after separation.

This all ended a year later, when the abuser suddenly stopped contributing towards the joint mortgage, and Tina was left to support her child and pay the mortgage on her own. When the mortgage's fixed-term interest rate ended later that year, the abuser used his position as a joint account holder to refuse to consent to a new fixed-term interest rate. Tina was forced to solely pay the mortgage on a variable interest rate which at the time was 4.99%. This caused the repayments to rise by nearly £500 per month.

Despite Tina explaining to her lender her struggle to make the repayments on her own at this rate, and the abuser's intentional use of the joint mortgage to cause her harm, the bank wouldn't let her move to a fixed-term rate without the abuser's consent. Tina tried to take the case to the Financial Ombudsman, however they were unable to consider her case without the abuser's consent as a joint mortgage holder.

Tina also considered legal options to gain possession of the property and end the joint mortgage, but with her child now over 18 years and not being married, she had no legal rights based on her relationship status as a cohabitee of nearly a decade.

Instead, Tina's only option would be to go through long, costly, and complex ToLATA proceedings, with no guarantee of a positive outcome, responsibility to pay all legal costs if she lost, and knowing that the courts would not consider her experiences of economic abuse. This was a risk she could not afford to take.

As interest rates rose, Tina's mortgage went into arrears and the bank began repossession proceedings. Tina was so distraught that she informed the lender that she felt the only way out was to kill herself. In response, the bank informed her that only after receiving a letter from her consultant GP confirming this and that she was suffering from Post Traumatic Stress Disorder (PTSD), depression, anxiety, and suicidal ideation, they would pause repossession proceedings based on protections within the 2010 Equality Act.

However, they still did not move her mortgage onto a fixed rate without the abuser's consent, and her arrears continued to build. During the pandemic, the bank restarted repossession proceedings.

The court agreed to not repossess the property on the basis that Tina would pay £15,000 towards the arrears and a monthly £300 arrears overpayment on top of her monthly mortgage amount. Even then, she remained on a standard variable rate of nearly 5% as the abuser refused to change to a fixed interest rate.

A year later, Tina was called by her lender and asked if she would like to be considered for a new fixed-rate mortgage. The advisor explained that he had put her case forward under a new process the lender had adopted for victims of economic abuse, such as Tina.

A new fixed-rate was agreed without the abuser's consent, but this came after four and a half years of avoidable financial harm which left Tina was buried in arrears with her credit rating destroyed.

The one glimmer of hope was that the mortgage lender had agreed that once 12 months had elapsed, and if Tina could pay the mortgage and arrears uninterrupted during this time, they would agree to consolidate the remaining arrears and consent to extend the mortgage term. This would enable Tina to take steps to restore her credit rating and allow her to port her mortgage to a new smaller property.

These hopes were quickly dashed later that year, when the abuser further weaponised the courts to make her homeless, by gaining a court order to have her evicted. Despite the great lengths that Tina had gone to maintain her home of over two decades, she was made homeless. She was forced at great expense to put her furniture and possessions into storage, moving between the homes of friends and family in the absence of a permanent home.

A few days after being evicted, Tina's mortgage lender called to say they had decided to allow Tina to consolidate the arrears on the mortgage along with an extension to the terms, thereby allowing her to rebuild her credit rating.

When she disclosed that she had been evicted from the property, they advised her that the consolidation was dependent on her residing in the property, and they would have to rescind their offer. Now in her 60s, Tina feared she has no chance of rebuilding her housing and financial security from this point.

At this stage, Tina knew that repossession was the only way to get out. Yet, with the perpetrator in possession of the now empty home and refusing to contribute to the mortgage, the bank did not restart repossession proceedings and Tina continued to be responsible for the mortgage payments, which she could not afford while paying rent. With every missed payment by the perpetrator on the empty home, her credit rating was further destroyed. Tina was forced to choose between homelessness or debt and credit destruction.

Last year, the abuser finally sold the property at £100,000 less than it was valued, costing Tina over £50,000 in reduced equity, which she has used to pay off her debt. Now, Tina has no chance of getting a new mortgage and can barely afford to rent a property. As Tina shared:

**"I am now in my 60s and I must vacate my rental property in March. I pay £1600 a month in rent for a house that is 50% smaller than my old home, the mortgage there was under £1000 with just over five years to run. I am unable to find another rental property and even if I do £1600 is the equivalent of a £300,000 repayment mortgage over 25 years.**

**"My mental health is a daily struggle and frankly there are days when I could quite simply end it all. If it was not for my children and grandchildren, I would have done it long ago. And he has achieved what he always set out to achieve, which is to ensure that for the rest of my life, I'm living in housing insecurity."**

# Recommendations

**1. For the Lord Chancellor to honour the government's commitment by bringing forward legislation to afford rights and legal remedies to cohabiting couples based on their relationship status, developed in collaboration with specialist domestic, including economic, abuse organisations.**

**2. For the Lord Chancellor to commit to exempting victim-survivors of domestic abuse from legal aid means tests and urgently implement measures for increasing the supply of legal aid solicitors who can support victim-survivors through financial remedy proceedings.**

**3. For the Lord Chancellor to commit to improving outcomes for victim-survivors of economic abuse through divorce and financial remedy proceedings. This should include consideration of measures to ensure economic abuse is given due weight in the division of assets, including consideration of economic abuse as a form of conduct and in the consideration of financial needs. It should also consider improvements to prevent perpetrators from deliberately delaying court proceedings and their non-compliance with court orders.**

**4. We welcome and reiterate the recommendations made in the UK Finance 'From Control to Financial Freedom' report, calling for:**

- **"Government to work with the legal sector and the Courts to ensure that consumers are provided with clear 'standardised' information on how to access legal advice and the steps that need to be completed pre and post the provision of a Financial Remedy Court Order."**

- **"Financial Remedy Orders (dealing with the allocation of a property) should include a 'fallback clause' which advises in the event that the individual does not pass the mortgage lender's affordability assessment the property should be sold."**

- **"Court Orders should clearly state the implications (enforcement and/or punitive cost orders) to both parties if not enacted and include a mechanism for the Court to intervene where one party fails to comply with the order."**

# Perpetrators are forcing victim-survivors into a re-traumatising repossession process as the only means to economic freedom

For some victim-survivors who are forced to flee the abuser and pay for alternative accommodation, they have no choice but stop paying towards the joint mortgage and rely on repossession as the only means to financially de-link from the abuser. This is often because the perpetrator will refuse to voluntarily sell the property or contribute to the mortgage. Victim-survivors have shared that despite the significant damage that non-payment would have on their credit scores, repossession was the only way out without needing a court order for sale, which could take years and cost thousands, or the consent of the abuser.

Victim-survivors have further shared that even in circumstances where their mortgage lender is aware of the abuse and the reasons for which the victim-survivor is seeking repossession, they are retraumatised by the lender's standard contact processes and missed payment fees. Furthermore, even in cases when repossession leads to freedom from the abuser, victim-survivors are irreparably economically devastated by the abuser, with outstanding debts to repay after repossession and credit scores so damaged some are unable to take out even a basic phone contract.

Even in circumstances where a court order is in place requiring the sale of a property, perpetrators will go to great lengths to sabotage these efforts. MAP's FSL Advisers shared many circumstances of perpetrators preventing the sale of the property through tactics such as showing up at viewings and making a scene or causing damage to the property to make it unattractive to buyers.

They also shared circumstances where the perpetrator used tactics such as advertising the sale with multiple estate agents to make the sale seem desperate. In one case where the perpetrator had advertised the property with multiple estate agents, the agents were not aware that the victim-survivor who jointly owned the property had no idea of this. Having been forced to flee her home, she only became aware that the property was for sale with these estate agents when she drove by and saw the multiple for-sale signs in the front garden.

MAP's FSL Money Advisers further shared circumstances where abusers used court proceedings to further sabotage victim-survivor's ability to gain sufficient equity from the property. This included tactics such giving a false valuation of the property, which later had to be reduced once on the market.

Where a victim-survivor is awarded a percentage of the equity, this meant that she would gain far less equity than originally calculated. The impact of this outcome was devastating, preventing her from regaining the economic means to take on her own mortgage from the equity in the property and meeting the financial requirements set by the judge to take on full care of her children. With a lack of representation and support in court, often due to the restrictive legal aid means test and a lack of legal aid solicitors, victim-survivors share how they had no other option but to agree to the perpetrator's demands out of fear of further harm and a need to just 'move on' as quickly as possible.

## Emily

Emily shared that after nearly eight years with her abusive partner, she was forced to flee the home she jointly owned with him for her safety and pay for alternative accommodation. Although the abuser remained in the property, he stopped making mortgage repayments and refused to sell the property.

Emily could not afford to pay her rent while also paying the mortgage for the home she was forced to flee, and the abuser continued to live in. Emily contacted her mortgage provider to disclose the abuse and to explore what her options were regarding the joint mortgage. The mortgage provider said that she was dependent on the abuser to make decisions regarding the sale and in the meantime would continue to be jointly liable for the property and missed payments. These would continue to damage her credit score despite Emily having no control over whether his agreed share of the monthly mortgage repayments was paid.

After seeking the guidance of a solicitor, Emily was advised that she had limited legal options and that gaining an order to force the sale of the home would cost her over £15,000. Instead, she was told that her best option would be to stop paying the mortgage to allow the house to fall into repossession despite the adverse impact on her credit report.

Emily informed the mortgage provider by letter and via telephone that she was subjected to domestic abuse and as a result would no longer be paying the mortgage, informing them of her need for the home to be repossessed. Despite sharing this information, Emily described being bombarded with telephone calls from the collections team, informing her that there were missed payments and questioning why these payments had not yet been met. This was re-traumatising and continued to contribute to Emily's feelings of anxiety and distress.

After speaking with multiple agents and repeating her lived experience, causing further anguish, Emily finally spoke to someone from the specialist support team, who after requesting evidence, confirmed that the house would begin to fall under repossession as Emily had been forced to seek a court order.

The repossession journey - described by Emily as "one step forward and six steps back" - left Emily having to constantly chase the team for updates, repeatedly explain her lived experience, and raise several complaints. Despite this, multiple generic letters were sent out, informing Emily that the property was due to be repossessed and demanding urgent attention and payment, which increased her distress. Throughout this increasingly difficult period, the mortgage provider also continued to charge missed payment fees of around £800 monthly, adding to the existing debt built up from the solicitor and court fees.

After four years, the property was eventually sold and after being referred to the head of the specialist support team, the remainder of the debt - just below £12,000 - was written off. This was described as a "breath of fresh air" by Emily, something that enabled her to feel as if she was finally being afforded the ability to move on. Despite this substantial turning point, this was to be marked as only partially satisfied on Emily's credit report, leaving her feeling "branded" because of the write-off.

The reality of this partially settled recording was that Emily's credit report significantly suffered, and she was left with minimal economic options - unable to rent a property, gain a mortgage, finance a car, or even take out a mobile phone contract in her own name. The impact on Emily's life moving forward was substantial, not just economically but personally, having to rely on family support for years after leaving the abuser, as most of her options were taken away.

Emily described a feeling of injustice regarding her credit report, that she was being punished for something outside of her control. That even once out of the situation, her ability to truly move on, free from reminders of the abuse, was tainted by her credit report, something that was "subconsciously always in the back of [her] mind."

# The role of financial services

**If (the bank) had helped me in the way I requested I could have been free of my abuser in 2021 when I would have been more than capable of borrowing the additional £98,000 that would have bought him out of my home, because it was my home. I am so angry, I cannot express to you enough the anger I feel, the injustice of all I have been through, the attitude of (the bank) and especially the court."**
**Tina**

Both the prevalence and devastating impact of perpetrators' use of joint mortgages to coerce and control victim-survivors demonstrates the vital role of mortgage lenders in preventing these harms. When firms are not able to act flexibly to disrupt the perpetrator's abuse, this lack of action enables the perpetrator to continue the abuse and exacerbates the financial harm caused to victim-survivors. Perpetrators' actions lead to insurmountable debt, destroyed credit ratings, homelessness, and a lifetime of housing and economic insecurity for victim-survivors who would otherwise be viable borrowers. For many victim-survivors, this has an immediate and long-term impact on their mental and physical health and safety.

The critical role of financial services firms in responding to economic abuse is clearly reflected within the statutory guidance underpinning the Domestic Abuse Act 2021 [24], which names financial services firms as a key partner in response to economic abuse, as a form of domestic abuse. Firms' response to economic abuse has become even more clearly defined through the inclusion of 'economic control' as a life event that causes vulnerability in the FCA's Guidance for Firms on the Fair Treatment of Vulnerable Customers [25]. Furthermore, the Consumer Duty [26] sets higher standards of consumer protection across financial services, with a particular emphasis on the treatment of consumers with characteristics of vulnerability who may be at a greater risk of harm.

This recognition is also clearly reflected in many of the FCA rules, including the Consumer Duty and the MCOB Sourcebook, for example at MCOB 13.3.1CR [27], which states that: "a firm must establish and implement clear, effective and appropriate policies and procedures for the fair and appropriate treatment of customers who the firm understands, or reasonably suspects, to be vulnerable."

Through our work with the financial services sector, we know firms want to offer effective support to victim-survivors and prevent perpetrators from causing harm. This is reflected in the increasing number of firms signed up to the Financial Abuse Code, developed by UK Finance with the support of Surviving Economic Abuse. Following the publication of the Financial Abuse Code [28], UK Finance has worked with industry stakeholders and legal partners to identify the risks faced by victim-survivors and highlight some of the solutions in its recent report 'From Control to Financial Freedom' [29].

Critically, the report recognises that for victim-survivors to achieve financial stability and independence, they need to be supported to separate joint financial products, including joint mortgages, and provides recommendations for how this can be achieved, which we have reflected and built upon here.

We also know many firms have already demonstrated good practice in preventing harm through a joint mortgage under current guidance and regulations. However, as there is no guidance to support the sector to prevent abusers from using joint mortgages to perpetrate economic abuse, the sector's approach is currently inconsistent. That is why we want to work closely alongside firms, membership bodies, the regulator and the government to support firms to develop and implement a consistent, robust and effective response to this issue, providing tailored support to victim-survivors, based on the current regulatory frameworks and guidance.

We have worked closely with pro bono legal partners and financial services firms to explore how firms can better support customers who are experiencing joint mortgage economic abuse under existing rules and guidance. We also make recommendations for how the FCA can strengthen regulations and clarify the role of financial services to encourage a consistent and robust approach across the sector. This also includes recommendations for how firms could offer additional forms of respite for victim-survivors to minimise harms caused by perpetrators while awaiting legal outcomes that will allow them to financially de-link from the abuser.

While these steps from the financial services sector will go a long way to minimise the harm caused by perpetrators through a joint mortgage, they can never fully prevent abusers while they remain joint mortgage holders and jointly and separately liable alongside the victim-survivor. Victim-survivors can only be safe from the abuser's harm when they can financially de-link from them without waiting on the outcome of long and expensive civil legal proceedings and the willingness of their lender to take proactive action. Therefore, we have also made recommendations for stakeholders to explore potential legal mechanisms, including the pros and cons of court-ordered interim separate (several) mortgage liability in cases of domestic abuse, to prevent perpetrators from causing significant harm to victim-survivors while awaiting the outcome of civil legal proceedings.

# Actionable steps firms can take under the current regulatory framework

While financial services firms must balance their obligations to both the victim-survivor and the perpetrator of economic abuse where they share a joint mortgage, we have identified steps they can take to protect victim-survivors in line with their obligations under existing rules and guidance.

We suggest that firms could support victim-survivors in the following key areas to prevent perpetrators from causing harm while they remain on the joint mortgage with the victim-survivor and achieve good outcomes for both parties in line with the Consumer Duty:

- Firms should be taking an individualised approach to forbearance generally, and in cases of economic abuse this should include considering acting on the agreement of one borrower to forbearance measures. This approach could also be reflected in the terms and conditions of joint mortgages and organisational domestic abuse policies so that firms have a clear framework within which to operate.

- Firms should take an individualised approach when agreeing to forbearance measures with victim-survivors in cases of economic abuse, tailoring their support to the customer's individual circumstances. For example, by offering payment deferral or waiving arrears fees. This should include enabling victim-survivors to agree to non-contractual forbearance measures without the perpetrator's consent if it supports good outcomes for the victim-survivor and prevents causing foreseeable harm to other joint mortgagors.

- Ensure victim-survivors have access to information and specialist advice from trained professionals. This includes, for example, ensuring victim-survivors are supported through specialist vulnerability teams once identified.

- Ensure all customer-facing staff are trained in identifying economic abuse victim-survivors and referring them to specialist vulnerability teams, where there is one, so they can access the right help as quickly as possible.

- Apply flexibility and discretion to affordability assessments for economic abuse victim-survivors who are seeking to change the mortgage contract from joint to sole. For example, by considering evidence of victim-survivors consistently paying monthly repayments in full as well as how the perpetrator's economic abuse may have previously impacted the victim-survivor's disposable income.

- Set out in the terms and conditions of the joint mortgage that the lender will act on court orders, where affordability requirements can be met and it is in the best interests of the victim-survivor to do so.

- Apply flexibility and discretion to the litigation and repossession process based on victim-survivors' needs. For example, firms could consider delaying repossession proceedings by providing forbearance to support victim-survivors to avoid homelessness or they could expedite the repossession process, by disregarding perpetrators' token payments, to support them to de-link from the perpetrator and avoid financial harm.

- Provide tailored communications to victim-survivors during the litigation and repossession process so they are not subjected to the standard communications process and the distress this causes.

While we set out below how firms can use these approaches to minimise abusers' ability to cause harm, we also suggest that these approaches should be clearly set out in the firm's relevant domestic abuse policies, procedures, and training materials, in line with their wider vulnerability strategy. We also recommend that this approach be built into the terms and conditions of joint mortgage, by stating that in exceptional circumstances, such as economic abuse, firms will apply flexibility and discretion to avoid causing harm to either party.

By building this exception into the terms and conditions of joint mortgages and organisational domestic abuse policies, firms can remove barriers to acting outside of policy and contractual agreements in cases of economic abuse. This would support firms to act with flexibility and discretion to take an individualised approach in cases of economic abuse, which is responsive to each victim-survivor's needs and circumstances. We recommend that this tailored approach to each victim-survivor's specific needs is applied whenever a firm is considering what support they can offer.

# Firms could consider supporting victim-survivors to make changes to the terms of the mortgage without the abuser's consent to achieve good customer outcomes for both parties

Due to the operation of contract law in the cases of joint mortgages, firms are often reticent to take on the legal risk of acting without the perpetrator's consent to avoid harm caused to victim-survivors when it requires what may be considered a contractual change to the joint mortgage contract, such as permanently switching interest rates. This is the case even when there is known economic abuse, the perpetrator no longer contributes to the mortgage and/or is actively working to sabotage the victim-survivor's financial interests, and it would be in both customers' financial interests to make these changes.

FCA rules do not prevent firms from obtaining the consent of only one customer, which is a matter of contract law and the interpretation of the specific agreement. Some firms are taking an individualised approach in economic abuse cases and acting on the consent of one customer when it supports good outcomes for both customers and prevents causing foreseeable harm. For example, by enabling victim-survivors to switch to a fair and more competitive interest rate without the abuser's consent.

This is demonstrated in a case escalated to the Financial Ombudsman Service (FOS) [30], in which the FOS supported a firm's decision to make a change to the mortgage interest rate based on the consent of one borrower where it was clear there was no detriment to the other borrower. In this case, after the relationship ended between the two borrowers (Miss T and Mr G), Mr G no longer lived in the property and had not contributed to the mortgage repayments in many years. Therefore, it was deemed fair and reasonable for this action to have been taken without Mr G's consent.

It was evident that had the lender offered a product that could have caused harm to Mr G the outcome may have been different. This highlights the inconsistencies in outcomes depending on which firm the victim-survivor holds their mortgage with and the products available at the time. It also demonstrates the detrimental impact that not taking these actions can have on victim-survivors who are trying to rebuild their lives free from abuse.

Some firms have demonstrated that they can go even further, where there is the risk appetite to do so, to create a strong basis for making these decisions without the abuser's consent if they are using their position to cause financial harm.

This includes cases where firms have written into their joint mortgage terms and conditions that in exceptional circumstances they will act without the consent of one mortgage holder if one of the parties is acting in a way that is not in the interests of mortgage repayment and is causing economic harm to the other mortgage holder. As such, all firms could develop and maintain guidelines for how they will act in cases of economic abuse through a joint mortgage where the perpetrator is using their position as a joint mortgage holder to cause harm, and include this in their terms and conditions in order to minimise the risks of a perpetrator making a complaint or challenge.

## Recommendation

**Financial services firms have a duty to avoid causing foreseeable harm to victim-survivors of domestic abuse as vulnerable customers. To achieve this, we recommend that firms should be taking an individualised approach to forbearance generally, and in cases of economic abuse this should include considering acting on the agreement of one borrower to forbearance measures. This approach could also be reflected in the terms and conditions of joint mortgages and organisational domestic abuse policies so that firms have a clear framework within which to operate.**

# Firms should offer an individualised approach to forbearance to meet victim-survivors' needs to support them to make repayments and manage arrears.

MCOB 13 sets expectations that firms must deal fairly with any customer who has or may have payment difficulties. As firms are considering their individualised approaches to forbearance, this should include considering forbearance options that meet the individual needs of victim-survivors where this achieves good outcomes to the victim-survivor and prevents foreseeable harm to other joint mortgagors. This would help victim-survivors to avoid financial harms, such as mounting arrears that result in damaged credit scores, repossession, and homelessness, when the forbearance options available would help minimise this.

Tina's case above demonstrates the devastating impact on victim-survivors when firms are not responsive to individual circumstances and rely on using their standard processes. When Tina's lender offered to consolidate the arrears accumulated because of the economic abuse, Tina saw a path toward economic safety. However, when the perpetrator evicted Tina forcing her into homelessness, her lender withdrew the offer, stating that their policies only allowed this form of forbearance when the customer occupied the property.

As a result, Tina had no means of managing her arrears and paying for her rented accommodation. When the perpetrator decided to deliberately stop paying the mortgage after Tina found rented accommodation, she was forced to give this up, becoming homeless again, to manage the arrears and pay the mortgage.

It is evident that had the lender recognised that Tina required an arrangement that was responsive to her individual circumstances, support could have been provided to Tina to avoid financial harm. To enable firms to achieve this, firms must reflect in both their domestic abuse policies and terms and conditions of joint mortgages that they will take an individualised approach to forbearance to support customers in vulnerable circumstances, including economic abuse victim-survivors.

Furthermore, while lenders are not required to gain both parties' consent to agree to non-contractual forbearance plans, victim-survivors have shared circumstances where firms nevertheless seek both parties' consent despite being aware of economic abuse cases or act on the abuser's instructions alone to end forbearance measures. This happens particularly in cases where firms have a property 'dispute' marker on the file as a result of domestic abuse. Through these tactics, perpetrators prevent victim-survivors from making decisions regarding changes to the mortgage to manage repayments and prevent repossession. In economic abuse cases, firms should be aware of the potential for the abuser to use the mortgage to cause further harm to the victim-survivor, and should therefore support victim-survivors to manage arrears by offering non-contractual forbearance measures that do not contractually change the mortgage's terms, support good outcomes for both customers and therefore, do not require both parties' consent.

# Recommendation

**Firms should take an individualised approach when agreeing to forbearance measures with victim-survivors in cases of economic abuse, tailoring their support to the customer's individual circumstances. This should include enabling victim-survivors to agree to non-contractual forbearance measures without the perpetrator's consent if it supports good outcomes for victim-survivors and avoids causing foreseeable harm to other joint mortgagors.**

# Firms could consider how they can provide victim-survivors with safe and sensitive contact following disclosure.

Emily's case above demonstrates that lenders can inadvertently cause further harm to victim-survivors when they do not tailor their communication approaches to meet the needs of victim-survivors as vulnerable customers, while still meeting their regulatory requirements. For Emily, it was critical that after she disclosed to her lender that she would be intentionally missing mortgage payments to facilitate repossession, the lender's communications with her reflected this. However, despite being made aware of Emily's vulnerabilities, the bank used their standard communications process for repossession, with warning letters, notices, calls and visits regarding missed payments, which were retraumatising.

To safeguard against further harm, we recommend that once a customer is identified as a victim-survivor who is not meeting their mortgage repayments due to economic abuse, they should be removed from the standardised communications processes and provided with tailored communications to meet regulatory requirements. Where one exists, their cases should be managed by a specialist vulnerability team who could provide a tailored and safe contact plan in line with regulatory requirements. Firms should consider the consumer understanding and consumer support outcomes under the Consumer Duty and how these outcomes should enable firms to better support victim-survivors when in contact with them.

For victim-survivors who are having to manage mortgage arrears and missed payments due to economic abuse, this plan should include withholding any unnecessary, non-mandatory warnings and communications, such as chaser calls, emails, and external field agent visits, unless it is determined that this is helpful to the victim-survivor. It should also include providing victim-survivors with clear information about when and how they will be providing necessary communications, such as standard letters, so victim-survivors can be emotionally prepared and make informed decisions about how or if to respond.

Emily's experience also highlights the harmful and re-traumatising effects of victim-survivors having to tell their lived experience to multiple professionals within the firm. To safeguard against this, firms should follow the recommendations made by UK Finance in their 'From Control to Financial Freedom' report, which recommends firms take a 'tell us once' approach. In cases of mortgages-based abuse, this could be facilitated by providing victim-survivors with a consistent point of contact within a specialist vulnerability team, and case management systems that provide accurate information about victim-survivors' circumstances and needs.

Furthermore, firms could consider working alongside Money Advice Plus and Surviving Economic Abuse to explore how the Economic Abuse Evidence Form (EAEF) [31] could be extended to secured lending, including mortgages. The EAEF is an information-sharing tool used by specialist debt advisors to provide evidence to creditors that their customer has experienced economic abuse, preventing the victim-survivor from having to retell their story.

# Firms could consider how they improve victim-survivors' access to safe and consistent information and advice

Regardless of how robust a lender's policies and procedures are in response to economic abuse, these will not be effective in practice if the professionals applying them do not understand economic abuse and cannot identify customers experiencing it. It is vital that all customer-facing staff can identify customers experiencing economic abuse and know where victim-survivors can access specialist support and information regarding how their lender can help them.

Due to the immediate impact of economic abuse on victim-survivors' economic and housing security and ability to access safety, financial services staff are often one of the first professionals that victim-survivors approach for support – and often at a time when they are most vulnerable. The victim-survivor may not explicitly state, or be aware, that what they are experiencing is economic abuse and that their firm can offer support.

Instead, professionals should be well-equipped to understand what economic abuse is and identify the presenting indicators of economic abuse. Critically, they should be able to provide a believing, compassionate response, and confidently apply their firm's vulnerability approach.

When professionals are well-equipped and supported to do this, the impact of their support can be lifesaving. It is also an expectation of firms, as outlined in section 3.7 of the FCA's Guidance for Firms on the Fair Treatment of Vulnerable Customers (FG21/1): "Firms should ensure all relevant staff understand the potential needs from their target market's vulnerabilities and what this may mean in practice for their role."

The FCA's guidance gives two examples, mental health conditions and domestic abuse (including economic control), stating: "It's important that relevant staff are aware of how perpetrators of abuse can use financial services in their abuse and recognise how to safely provide victims with the support they need." [32]

As demonstrated in Barbara's case below, when firms do not have the skills and capabilities to support victim-survivors, the impact can be both devastating and life-threatening.

## Barbara's story continued

As described above, after Barbara was released from hospital after being severely assaulted by the abuser, Barbara returned home to find that the abuser had removed or destroyed furniture, clothing, and possessions. He had taken her passport, driving license, bankcards and documents relating to her current and savings accounts.

He also gained access to her current account, stealing tens of thousands of pounds and blocking her access to the account. He removed all the money from the joint account that was used to pay the mortgage, utilities, and insurance. Barbara was desperate for help to regain access to her bank account and to see how her lender could support her to maintain the mortgage if the abuser agreed to be removed.

Barbara described how when approaching her lender for support, she was at her most vulnerable - using a wheelchair due to her injuries, without her own clothes, or any way of proving her identity or bank account. Overwhelmed by fear, she could barely speak and was constantly looking over her shoulder in case the abuser would turn up and assault her again.

Barbara described how she felt a shell of the woman she once was. Barbara recalls how instead of being supportive and understanding of her current fears and vulnerabilities, the lender had acted "dismissive and patronising", viewing her as a "stupid woman" who had gotten herself into this situation.

Barbara further described how her lender dismissed and belittled her when she asked for their support to take on the mortgage solely. She could not believe how quickly they disregarded the evidence demonstrating that she could take on the mortgage and maintain her home.

This had a devastating impact on Barbara's immediate and long-term financial and housing security, and irreparably damaged her trust in her lender to support her when at her most vulnerable.

As Barbara describes:

**“And they said with a smirk, “Absolutely not. You don’t work, you’re ill and you can’t afford it. What are you going to do?” It was so degrading how they spoke to me, even after I had all the evidence, including bank statements, showing that for the last five years, I’d solely paid the mortgage on the marital home and had recently paid a large lump sum towards it.**

**“They also didn’t consider that I had never missed a mortgage payment since I took on a mortgage in my early twenties, while this was my ex-husband's first mortgage, which he’d barely contributed towards. And they made me feel worse about myself with how they were speaking to me when I was trying to be really reasonable with them.**

**“The cost of continuing the mortgage was three quarters less than the amount a studio flat would cost per month and the mortgage only had two years left on it.”**

In Barbara’s case, her lender did not offer her effective support or assess her ability to afford her mortgage fairly or flexibly, resulting in poor outcomes for her. The consequences were devastating, leaving Barbara homeless and at risk of further harm, facing a lifetime of housing and economic insecurity. Barbara could have experienced far better outcomes had the lender been able to identify her experience as economic abuse and provide an effective response, which requires staff to be adequately trained to do so.

Barbara’s case also demonstrates that most victim-survivors do not experience mortgage-based economic abuse in isolation. Perpetrators use a range of economically abusive behaviours to coerce and control. For Barbara, this also included stealing money from and restricting access to her bank account, taking out credit cards and insurance policies jointly in her name, destroying her property, and stealing her passport. When Barbara approached her bank at a point of crisis, she needed the support of a specialist advisor who not only had a strong understanding of domestic, including economic, abuse but could have also provided Barbara with information and advice about how they could support her to avoid further harm across multiple banking services and products.

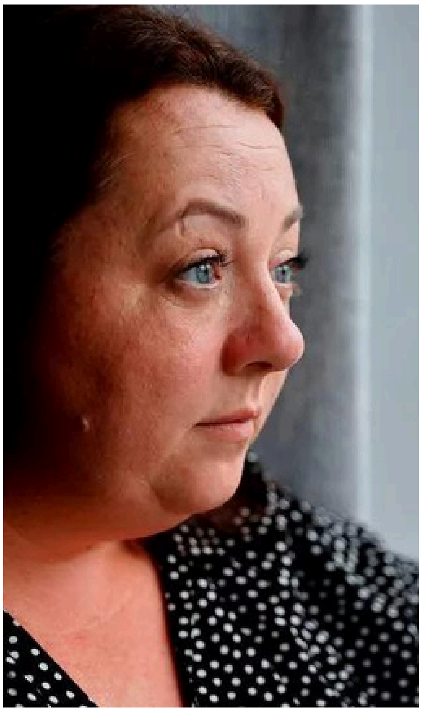
High street firms, such as Lloyds Banking Group, who have developed specialist domestic and financial abuse teams, have demonstrated the lifesaving impact of having specialist support services within financial services. Equally, initiatives like TSB’s Flee Fund would have provided a lifeline to Barbara when she did not have access to her bank account.

Barbara's case also demonstrates the importance of ensuring firms provide clear, publicly available information so that victim-survivors know what support they can get from the lender, including whether they have a specialist support team. This should be made clear and accessible on their website and in face-to-face settings [33].

For firms signed up to the Financial Abuse Code, this should include the provision of the 'It's Your Money' leaflets, devised by UK Finance, and information about their response to domestic, including economic, abuse. This should be provided at key stages throughout the customer journey, including when customers are taking out a joint mortgage and when a customer seeks support to manage repayments or avoid other harm. It should also be provided when victim-survivors disclose domestic abuse to their lender.

Such information should also be accessible to victim-survivors when applying for lending online. MCOB rules require firms to provide certain disclosures to mortgage customers at various stages throughout a customer's journey, including at the pre-application and offer stages. Certain mandatory disclosures are also required when a customer is in arrears and before commencing an action to repossess. Firms could provide supplementary information at the same time.

Firms should also carefully consider the safeguards they will put in place to ensure perpetrators are not alerted, as a joint mortgage holder, to the victim-survivor's communications about the abuse with their lender. This should be clearly reflected in the firm's data protection procedures and economic abuse policies. It also further demonstrates the need for specialist economic abuse training for mortgage teams to ensure they do not disclose information to the perpetrator that could place the victim-survivor at risk of harm or homicide.



# Recommendations

In line with section 3.7 of the FCA's Guidance for Firms on the Treatment of Vulnerable Customers on skills and capabilities, firms could consider the following policies and practices, to ensure a consistent and safe approach to managing safe contact with victim-survivors and perpetrators of domestic abuse. This could specify that:

- Contact with victim-survivors of economic abuse should be managed through a specialist vulnerability team where possible. The frequency and nature of contact, especially regarding repossession and arrears, should be minimised to mandatory notifications only and tailored to prevent distress.

- As recommended by UK Finance in its 'From Control to Financial Freedom' report, firms should implement a 'tell us once' approach to ensure victim-survivors do not have to retell their lived experiences to multiple professionals. It could be facilitated by providing victim-survivors with a single point of contact in the specialist vulnerability team. We also reiterate the UK Finance report recommendation urging the Home Office to support the sector to develop a mechanism for victim-survivors to disclose to multiple creditors once similar to the Death Notification scheme [34].

- Firms should ensure that relevant staff in mortgage teams are required to undertake specialist economic abuse training so they can understand what economic abuse is, how to identify both victim-survivors and perpetrators, and how to offer a safe and effective response in line with the firm's policies and procedures.

- Firms should adopt clear procedures for sharing information safely with victim-survivors regarding the support that the firm can offer, both on their website and at critical points in the customer journey, including when there is a disclosure of economic abuse.

- Firms should adopt policies and procedures for safeguarding against information sharing with abusers that puts victim-survivors at risk of harm.

- We also invite interested firms to consider working alongside Money Advice Plus and Surviving Economic Abuse, to explore how the Economic Abuse Evidence Form (EAEF) - an information-sharing tool used by specialist debt advisors to verify with creditors that their customer has experienced economic abuse, preventing them from having to retell their story - could be extended to secured lending, including mortgages.

# Firms should take a flexible approach to affordability assessments to ensure a fair outcome for economic abuse victim-survivors

Both mortgage providers and victim-survivors have raised concerns that even with a civil court order awarding the home to one party, lenders cannot always remove the perpetrator from the joint mortgage. This is because MCOB rules require lenders to conduct affordability assessments, meaning, that if the mortgage is deemed unaffordable to the victim-survivor as a sole mortgagee, the perpetrator cannot be removed from the joint mortgage. This often happens when lenders use standard affordability assessments, such as simple income multipliers, rather than a case-by-case approach, which determines that the victim-survivor cannot maintain the mortgage alone without considering the context of economic abuse or other forms of income.

We are aware of cases where a victim-survivor is deemed unable to afford the mortgage repayments as a sole mortgagee, despite evidence of the victim-survivor having solely maintained the mortgage repayments (in some cases for many years) or the perpetrator having prevented the victim-survivor from making mortgage repayments in the past.

Firms could apply a flexible approach by taking account of evidence where victim-survivors have, on their own, consistently maintained mortgage repayments. Furthermore, they could also consider whether victim-survivors could afford mortgage repayments if the perpetrator were prevented from causing harm, such as by stealing their money or preventing them from working more, therefore increasing their disposable income.

In other cases, victim-survivors have been prevented from changing the mortgage, such as removing the perpetrator or changing to an interest-only concession, due to the consideration of mortgage arrears in the affordability assessment. This also becomes a barrier when lenders are unable to offer discretion when these arrears are the result of economic abuse, even when the victim-survivor has demonstrated the ability to repay the arrears while maintaining the mortgage.

Due to these affordability assessments, even without any legal right to the home, perpetrators can still control the mortgage and decisions related to it, causing devastating harm to victim-survivors and trapping them in an economic tie with the abuser. This is particularly damaging to victim-survivors when lenders have not received specialist training to help them recognise customers' vulnerable circumstances resulting from the economic abuse and understand the devastation it can cause.

Victim-survivors' mortgage arrears are not necessarily an accurate reflection of affordability, especially when these arrears result from economic abuse. The FOS decision (referenced above) provides a clear basis for firms to take a more contextual approach to affordability to achieve a fair outcome for the customer. This includes how and when arrears should be considered in affordability assessments and the contributions of one joint party.

The MCOB rules also provide scope for mortgage lenders to take a flexible and contextual approach to affordability, for example by using their discretion and making exceptions, including waiting or modifying an affordability assessment where the victim-survivor meets relevant criteria. Currently, under the rules (MCOB 11.6.2R, 11.6.3R and 11.6.4E) [35], lenders must conduct an affordability assessment when a mortgage is entered into and when its contract terms are varied at a later date if the variation is material to affordability.

This assessment considers the borrower's ability to afford the mortgage by taking account of their income and expenditure. Importantly, it does not require the account to be up to date. Despite this, for commercial reasons, many lenders will not consider a switch to a new interest rate when the mortgage account is in arrears. Firms have scope to use their discretion to support victim-survivors with arrears accrued as a consequence of economic abuse when they otherwise meet affordability criteria.

Under MCOB 11.6.3R, an affordability assessment is not required if a customer wants to vary an existing contract and there is no additional borrowing or change to the terms of the mortgage that is material to affordability. Adding or removing a borrower, such as the abuser, is presumed to be material to affordability (MCOB 11.6.4E), and this can present problems to victim-survivors who are seeking to de-link a joint mortgage and may not meet affordability requirements as a sole mortgagee.

It is evident that to support firms and victim-survivors, there is a clear need for firms to include in their internal policies and guidance how to adopt a contextual approach to affordability and utilise exceptions and discretion where a victim-survivor is attempting to de-link the mortgage or switch to more competitive terms. This could include considering whether the removal of an abuser would have a positive impact on a victim-survivor's ability to service the debt, such as when the perpetrator is actively using their position as a joint mortgage holder to sabotage a victim-survivor's ability to make repayments.

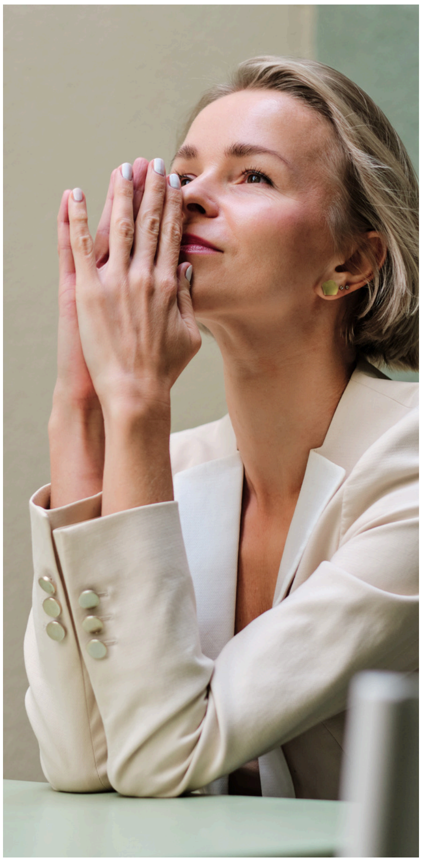
This may involve reviewing evidence that the abuser had not made significant contributions to the mortgage and that the victim-survivor has maintained the mortgage alone. Furthermore, it may also involve considering, for example, the overall positive improvement that a victim-survivor's finances may make once ties with the abuser are severed and they are no longer able to control them from afar.

It is worth noting that firms must only enable the change from a joint to sole mortgagee if it is in the customers' best interest to do so and does not cause foreseeable harm. For example, it may not be in the victim-survivor's best interests to become a sole mortgagee until the perpetrator has been removed from the property's title deeds or if the perpetrator has racked up lots of debt on the mortgage. The firm should work with the customer to agree on what is in their best interest and support them to achieve good outcomes, in line with their obligation under the Consumer Duty.

# Recommendation

**The rules within MCOB 11 provide firms with the scope to use a contextual approach to affordability assessments, which is responsive to victim-survivors' needs. Firms should consider how they can adopt these approaches and establish them from the outset in the terms and conditions of the joint mortgage. This should be underpinned by guidance on the firm's approach in the mortgage lender's policy and procedures for economic abuse as a form of vulnerability.**

**We welcome and reiterate the recommendations made by UK Finance in its report, 'From Control to Financial Freedom' [36], which asks mortgage lenders to consider whether their existing mortgage lending policies accommodate other sources of income (or an agreed temporary period of financial adjustment) for victim-survivors' mortgage contract variation applications. They also recommend firms apply flexibility when they cannot accommodate other income streams.**



# Firms could consider introducing measures to uphold binding court orders determining property outcomes in cases of economic abuse

Perpetrators can also prevent victim-survivors from regaining economic freedom and stability by withholding consent to agree to changes outlined in a court order following civil litigation. This can include withholding consent to be removed from the joint mortgage or to agree to the sale of the property. Because lenders are not party to these proceedings, firms are reticent to act on these orders without the perpetrator's consent due to their contractual obligation to them as an account holder under the mortgage agreement. During this time, perpetrators can use these financial ties to cause harm that ultimately damages victim-survivors' ability to meet affordability requirements once the abuser agrees to be removed or reduces the equity in the property due to the abuser building up substantial arrears.

In cases of economic abuse, lenders could mitigate against this by ensuring that they will recognise and act on binding property settlements when the affordability criteria is met or irrelevant (such as the sale of the property). In particular, this should happen in cases when the victim-survivor alerts them to the abuse and explains that adherence to the property settlement order will prevent causing them harm. Firms should consider writing this into the terms and conditions of joint mortgage agreements and ensure that it is also reflected in their domestic abuse policy. This could offer crucial protection for victim-survivors when perpetrators refuse to comply with court orders.

However, we recognise that responsibility does not solely lie with lenders to act on these court orders, which they are not party to. Firms have reported that court orders are often unclear regarding who is responsible for the mortgage and are not always effectively enforced in circumstances where either party does not abide by the order. Furthermore, even where firms use their discretion to flexibly apply affordability criteria, the victim-survivor may still not be able to afford the mortgage as a sole mortgagee. This leaves victim-survivors in dangerous circumstances where they are still dependent on the perpetrator to agree to sell the property.

When perpetrators refuse this, victim-survivors remain trapped in the joint mortgage with the abuser, long after separation and even with a court order in place. As highlighted in the UK Finance, 'From Control to Financial Freedom' report, improvements to these court orders must be made to address these issues, including greater enforcement mechanisms and a "fallback clause", which advises if the individual does not pass the mortgage lender's affordability assessment the property should be sold.

As also highlighted by the UK Finance report and by partnering firms, many victim-survivors are unaware of these limitations and the additional steps they must take to act on the court order. This includes updating the title deed via the Land Registry following a court order awarding one party the family home to remove the perpetrator as a legal owner of the property. If the title deed is not changed, firms are naturally reticent to remove the perpetrator from the joint mortgage liability if they still legally own the property and financially benefit from the sale.

Addressing this requires better information and advice to all separating couples, including victim-survivors of domestic abuse. This also highlights the barriers experienced by victim-survivors who are not able to access legal advice and support due to the restrictive legal aid means test, a lack of legal aid solicitors, and prohibitively expensive legal costs.

# Recommendation

**For firms to meet their obligations under the FCA's Consumer Duty [37] and Guidance for Firms on the Fair Treatment of Vulnerable Customers (FG21/1) [38], firms should consider introducing relevant policies and practices to ensure consistent recognition and implementation of binding property settlements where they prevent causing foreseeable harm and meet affordability criteria.**

**We also make further recommendations to the Government on page 75 on how financial remedy proceedings can be improved to better support economic abuse victim-survivors.**

# Firms could consider how they can apply flexibility to the litigation and repossession processes

As Tina and Emily's circumstances demonstrate, perpetrators can cause significant harm to victim-survivors through the litigation and repossession process and lenders' standard processes do not prevent perpetrators from doing so. Instead, under MCOB 13.3.1CR [39], lenders should support vulnerable customers through the litigation and repossession process and prevent harm caused by the perpetrator through the joint mortgage.

To meet victim-survivors' unique needs and circumstances, including whether they remain in their home or are forced to flee, firms should take a flexible and individualised approach to repossession. For some victim-survivors who want to remain in their home and take on the mortgage, this may include actions to support them to manage repayments and avoid repossession and homelessness. For victim-survivors who are reliant on repossession to minimise the economic abuse, firms should use their discretion to ensure any unnecessary harm is avoided, for example, by supporting them through the repossession process without any unnecessary and damaging delays.

As demonstrated in Emily's case, she had informed her lender of her intention to stop mortgage repayments to expedite repossession, however, her lender continued to bombard her with standard letters and phone calls, which was distressing. Instead, the lender could have removed Emily from the 'business as usual' contact process and ensured she was supported by a specialist vulnerability team who could have managed contact with her according to her needs while meeting the lender's regulatory obligations for contact during the process. Knowing that repossession was the only viable option to minimise harm to Emily, the firm could have also used their discretion to expedite the process. For example, the firm could have decided that any standard timeframes within the repossession process used to provide customers the time to manage arrears and avoid repossession, could have been avoided in Emily's individual circumstances. The lender could have also taken measures to ensure that they did not cause further debts for Emily, for example by exempting her from being charged for missed payment and solicitor fees.

A similar approach could have also benefitted Sarah, who wished to financially separate from the abuser and leave the home in which she did not feel safe. As the perpetrator would not consent to a sale and the lender deemed her unable to afford the mortgage on her own, he could not be removed from the mortgage even with a binding court order so repossession was Sarah's only option for achieving financial freedom from the abuser.

The perpetrator made token payments towards the mortgage to stop Sarah from achieving freedom through repossession of the property. In this case, the lender could have used their discretion to avoid harm to Sarah. This could have included steps to progress with repossession by disregarding the perpetrator's token payments, recognising them as an abusive tactic that was causing harm to Sarah as a vulnerable customer.

Contrarily in Tina's case, it was evident that she initially wished to avoid repossession to be able to stay in her home with her child and eventually become financially free of the abuser. However, due to the perpetrator's tactics, which included denying Tina's request to switch to a new competitive interest rate, Tina could not afford to maintain the mortgage, it went into arrears and the bank started the repossession process.

When Tina disclosed the significant impact the repossession process had on her mental health, her lender asked her to provide evidence. Even with evidence of the impact on Tina's mental health, the lender only delayed repossession. They also denied Tina the opportunity to manage her arrears and make affordable repayments through a switch to a more competitive interest rate without the perpetrator's consent - even though the interest rate switch would have led to good outcomes for both customers by avoiding repossession. Tina had to go to great lengths to manage the arrears and avoid repossession, which ultimately caused her financial harm.

Knowing that Tina's arrears were the result of the perpetrator's abuse, the lender could have used their discretion to waive the arrears and fees to ensure Tina could manage repayments going forward alongside a change to a more competitive interest rate. Instead, the lender was unwilling to avoid causing this harm by granting a switch to a fair and competitive interest rate, which put Tina under extreme pressure to meet the substantially increased monthly repayments.

When Tina was then made homeless (after the perpetrator had her evicted from the house, which he still did not live in or contribute towards the mortgage repayments and for which Tina was still liable), the firm could have also taken steps to avoid harm to Tina. In these circumstances, they could have used their discretion to progress and expedite the repossession process so that Tina was not burdened with these repayments and arrears when she was prevented from living in the home and the perpetrator was refusing to make repayments.

Taking a flexible and individualised approach to litigation and the repossession process enables firms to tailor outcomes for survivors in a way that reduces the harm caused to them and closes down opportunities for perpetrators to use financial products as an abusive tactic.

# Recommendations

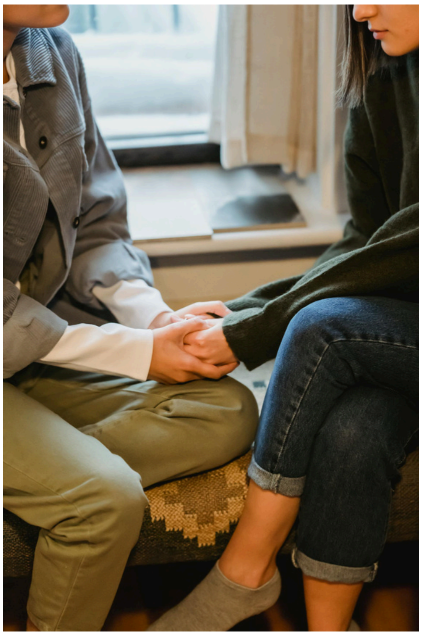
For firms to meet their regulatory obligations in line with MCOB 13 and the FCA's Consumer Duty [40] and Guidance for Firms on the Fair Treatment of Vulnerable Customers (FG21/1) [41], they could consider how they can use their discretion to embed and ensure consistent application of policies and procedures to ensure the fair treatment of vulnerable customers, including victim-survivors of economic abuse, through their litigation and repossession process. This could include to:

- Ensure contact with victim-survivors through the repossession process in managed to avoid causing further harm, ensuring that the content and frequency of communications are tailored appropriately to the customer.

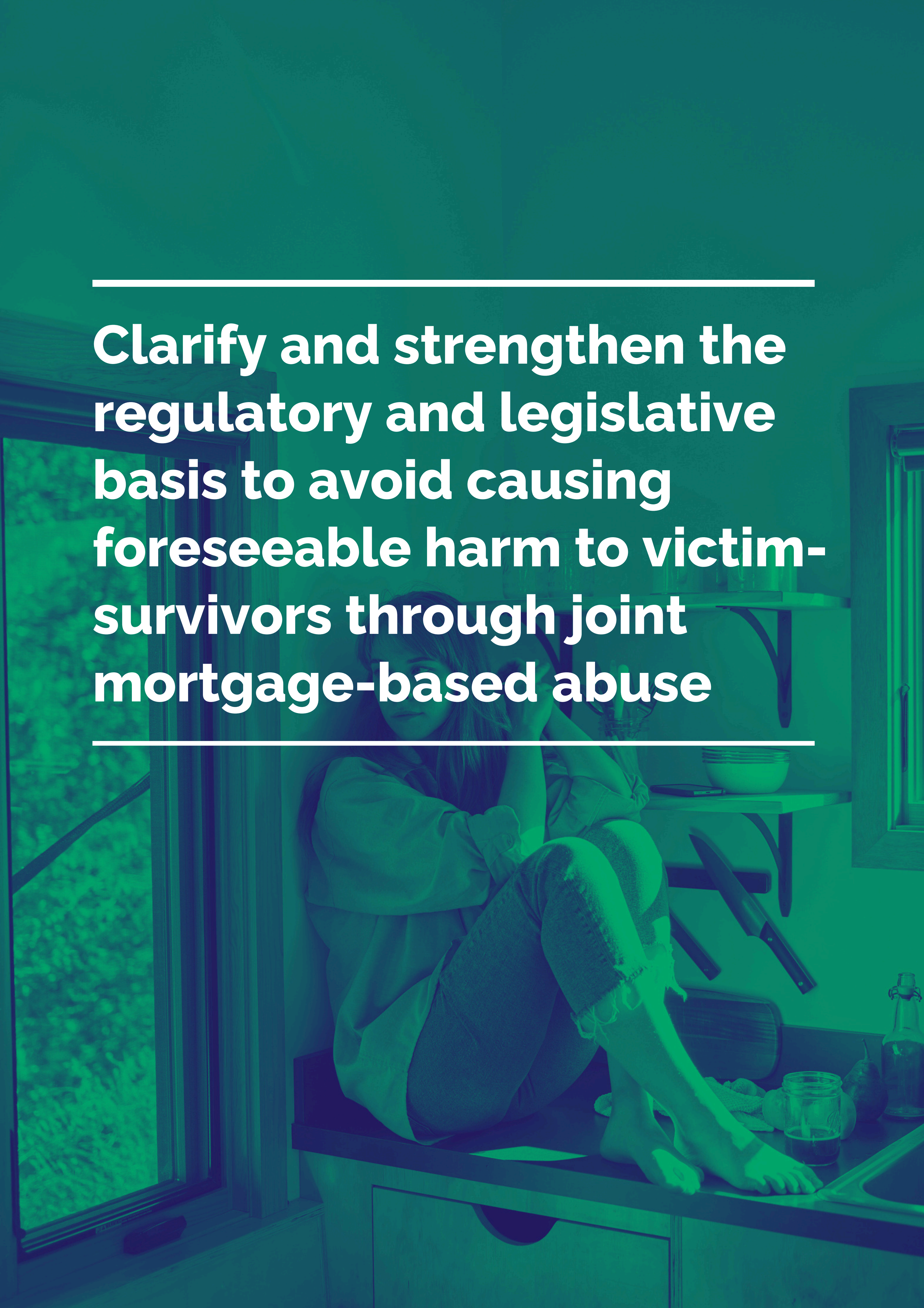
- Consider where missed payments and solicitor fees can be waived when it is known that the missed payments are a result of economic abuse.

- Where repossession is sought by the victim-survivor to avoid financial harm, firms should consider taking steps to expedite the repossession process if it is in the best interest of the victim-survivor. For example, by disregarding token payments by the perpetrator or avoiding unnecessary warnings or built-in waiting times that are a standardised approach to support customers to avoid repossession.

- Where the victim-survivor is seeking to avoid repossession and homelessness, firms could also consider offering additional support to help avoid causing harm to them. For example, this could include additional 'breathing space' to manage repayments or discussing available forbearance options to find the most appropriate.



# Clarify and strengthen the regulatory and legislative basis to avoid causing foreseeable harm to victim-survivors through joint mortgage-based abuse



# Amendments to guidance and regulation

There is currently flexibility within the existing regulation and guidance that allows firms to apply tailored solutions in cases of domestic, including economic, abuse. However, these rules and guidance can be inconsistently applied by firms who may not have an in-depth understanding of how joint mortgages are used to perpetrate economic abuse and the steps they can take to avoid causing foreseeable harm to vulnerable customers. We also recognise that firms may be reticent to take on the risks of offering these forms of support to victim-survivors in the context of the existing legal and regulatory framework, including secured lending with joint and several liability and their obligations to treat both customers fairly.

We recommend that simple and straightforward amendments could be made to MCOB, the Consumer Duty Guidance via the Guidance on the Fair Treatment of Vulnerable Customers (FG21/1), and the Financial Abuse Code to further clarify firms' duty to avoid causing foreseeable harm under the Consumer Duty and to help firms deliver consistently good outcomes for victim-survivors of economic abuse. These amendments could provide clear and robust guidance and rules for firms to support them to take a tailored approach to help achieve consistently good outcomes for victim-survivors and reduce the risk of them missing out on receiving support. The amended guidance and rules should clearly outline how firms can support victim-survivors in the ways outlined above and provide examples of good practice. Firms would have reassurance that the actions they are taking are within the scope of the existing rules and support firms in meeting their obligations under the Consumer Duty and under MCOB 13.3 in relation to vulnerable customers.

# Recommendation

**For the FCA and membership bodies to work alongside VAWG sector experts, legal and financial industry partners, to consider how MCOB, the FCA's Guidance for Firms on the Fair Treatment of Vulnerable Customers, and the Financial Abuse Code, can be amended to clarify and strengthen the guidance and regulatory basis for avoiding causing foreseeable harm to victim-survivors of economic abuse through a joint mortgage.**

# Consideration of the need for legislative reform

Victim-survivors will receive good outcomes that avoid causing foreseeable harm when firms consistently develop and apply policies and procedures for responding to joint mortgage-based economic abuse, supported by clear regulation and guidance, as we have recommended above.

However, it is important to recognise that these actions will always be severely narrow in impact and scope as they are still applied within the context of the perpetrator remaining on the joint mortgage with joint and several liability. As such, they can only limit the harm abusers cause as a joint mortgage holder but cannot fully prevent perpetrators from doing so.

We recognise that these arrangements place firms in the precarious and unsustainable position of managing their obligations to both the perpetrator and the victim-survivor as joint mortgage holders, with the risk of legal or regulatory action if they do not balance these responsibilities appropriately. Any action taken by the firms will also be entirely dependent on their understanding of economic abuse, their appetite for this risk, and their willingness to support victim-survivors.

Furthermore, we recognise that firms are also limited by civil court processes and remedies that determine the division of assets, such as equity in a property. As the cases shared throughout our report have demonstrated, these proceedings often take many years and do not result in fair outcomes for the majority of victim-survivors, especially in cases where they cannot access legal advice or representation. During this time, perpetrators can cause a lifetime of irreparable harm through the joint mortgage and other shared finances, leading to destroyed credit ratings, homelessness, long-term housing insecurity, and preventing victim-survivors from accessing safe emergency accommodation, such as refuge. Therefore, we recommend that the government explore potential legal mechanisms to prevent perpetrators from causing significant harm while awaiting the outcome of civil legal proceedings.

One potential legislative mechanism is exploring the pros and cons of court-ordered interim several liability in cases of domestic abuse. This could take the form of legislation giving the courts discretion in cases of economic abuse to grant a court order that mandates that, for a defined period, the obligations of the victim-survivor and the abuser under the joint mortgage are treated separately (i.e. severally) in line with the order of the court. This would provide firms with a clear and strong legal basis to treat the victim-survivor and perpetrator severally for a limited period, such as two years, to prevent abusers from causing economic harm to the victim-survivor.

While we have worked closely alongside pro-bono legal partners to consider how this could be achieved, we recognise that legislative reform would be far-reaching and would need to be carefully developed and considered from all stakeholders' perspectives. We also recognise that partners may wish to offer other suggested legislative reforms for consideration. This will necessitate collaboration with relevant parties, including victim-survivors, the government, the FCA, financial services firms, third-sector experts, legal experts, and industry bodies to determine the best approach.

Positive outcomes for victim-survivors are also dependent on wider reforms to legal aid and financial remedy proceedings, which currently give little regard or consideration for economic abuse and offer no legal rights and protections for cohabiting victim-survivors. While we do not propose that the consideration of a legislative solution to prevent joint mortgage abuse should be contingent upon remedying these issues, we will continue to encourage sector partners and government to simultaneously address these issues because they are preventing victim-survivors from accessing fair legal outcomes.

# Recommendation

**We welcome and reiterate the recommendations made by UK Finance in its 'From Control to Financial Freedom' report [42], for the government to urgently convene a task force on economic abuse. We suggest this should be cross-governmental, led by the Home Office and Treasury, and with a priority focus on joint mortgage economic abuse in the first instance.**

**This should bring together relevant stakeholders, including government ministers and officials, financial services firms, third-sector VAWG experts, legal advisors, the FCA, and industry bodies. The task force should work together to consider the regulatory and legislative changes required to prevent perpetrators from causing significant harm to victim-survivors via joint mortgages, including exploring the pros and cons of court-ordered interim separate (i.e. several) liability in cases of domestic abuse.**

# Working towards an industry-wide approach to coerced debts, credit reporting and restoration

We are hopeful that together we can enact effective changes that will prevent mortgage products from being used by perpetrators to devastate the lives of victim-survivors. However, for one in eight UK women who had a joint mortgage in the last two years, the abuser has already caused economic harm. Perpetrator's joint mortgage abuse often leaves victim-survivors with insurmountable mortgage arrears and destroyed credit ratings, preventing victim-survivors from taking out the most basic form of credit, such as a phone contract. These scores do not reflect the creditworthiness of the victim-survivor, but the perpetrator's abuse. Economic abuse is a category of criminal behaviour, both during a relationship and post-separation. As such, victim-survivors should not have to pay for the crimes of the abuser by being burdened with mountains of debt and destroyed credit ratings for years to come.

To support victim-survivors to overcome this, it requires commitment and collaboration across government, financial services firms, credit reference agencies, the regulator, membership bodies, and third-sector experts to develop an effective and unified approach to coerced debt and credit restoration.

Throughout the report, we have made recommendations for how the current regulatory framework and guidance can support firms to use their discretion and act flexibly to write off debts, such as mortgage arrears, where they think it is fair and reasonable to do so and to avoid causing foreseeable harm to either party. We have also highlighted firms' practices, like amending the credit files provided to credit agencies, which help ensure that consideration is given to the impact of economic abuse so victim-survivors' credit history can be restored. This includes practices such as making notes on credit files to clarify that the victim-survivor has paid their agreed proportion of the mortgage amount, or that arrears are the result of the perpetrator's economically abusive behaviour.

We know that firms' ability to take this approach is limited in practice. This is often determined by a firm's size and ability to take an individualised approach to credit reporting. We hope that treating victim-survivors as vulnerable customers and managing their support through a specialist vulnerability team will provide more space and consideration for an individualised approach to providing debt solutions and credit reporting in these circumstances.

However, we realise that in larger firms this may require a considerable amount of investment in human resourcing and technology. We also recognise that firms are also limited in the steps they can take to individualise their approach to credit reports based on the options provided by the credit reference agencies. Currently, credit reporting mechanisms do not provide a way for firms to report whether credit has been impacted by economic abuse. Instead, the responsibility is placed on firms to use their discretion to try to add this information where and if possible. As already detailed, for larger firms, this is even more difficult.

While ensuring credit reporting can be amended for victim-survivors is an important step in avoiding causing foreseeable harm, we also recognise that for many victim-survivors these harms have already been done. Therefore, the financial services sector has a role to play in determining what a unified approach to undoing these harms could look like, including the consideration of credit restoration and the overall approach to coerced debts.

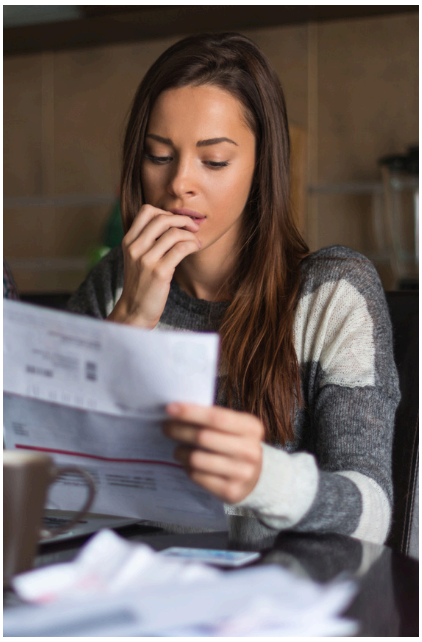
# Recommendations

**1. Relevant partners should come together to explore what an industry-wide approach to coerced debts, credit reporting, and credit restoration could look like. This should consider the roles of firms and credit reference agencies, within the context of MCOB, the Consumer Duty, and the Consumer Credit Act and Guidance. It should also consider how these approaches can be used across multiple forms of coerced debts, including both secured and unsecured lending, and where there is both sole and joint liability. We recommend that this issue and potential solutions could be developed by partners within a government-led task force on economic abuse.**

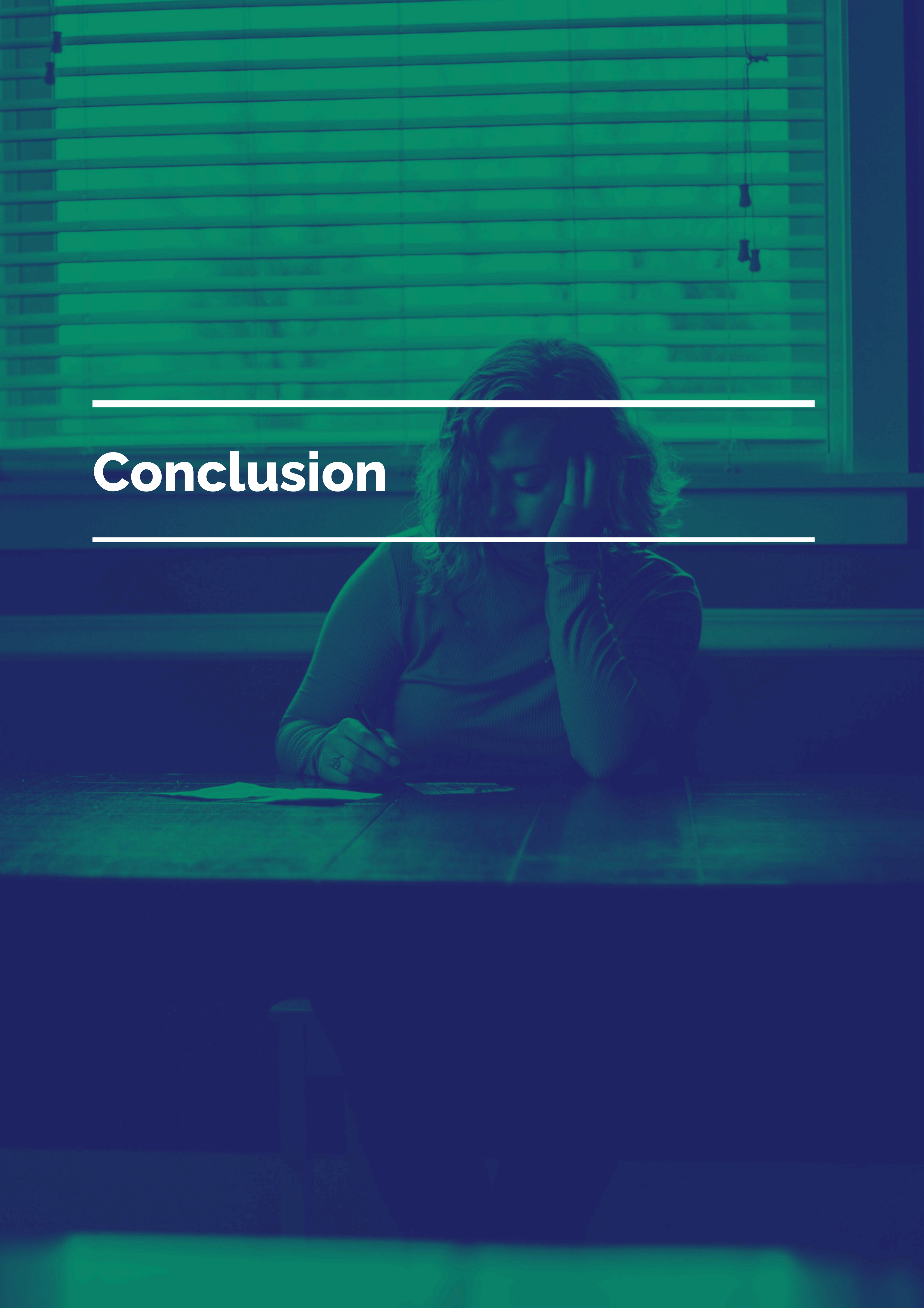
**2. We welcome and reiterate the recommendations made by UK Finance in its 'From Control to Financial Freedom' report [43], calling for:**

- **UK Finance members to continue to consider debt write-off requests on a voluntary case-by-case commercial basis.**

- **The Steering Committee on Reciprocity (SCOR) to assess how coerced debt should be reflected on credit files, seeking to achieve a consistent principled and understandable approach to reporting.**



# Conclusion



One in eight UK women who held a joint mortgage over the last two years experienced joint mortgage economic abuse by a partner or ex-partner, both during the relationship and long after separation. For over three-quarters of victim-survivors who experienced joint mortgage abuse, the abuser's actions via the joint mortgage prevented them from leaving an unsafe living arrangement or their current or ex-partner.

Further victim-survivors shared in interviews that the prospect of homelessness and destitution meant they were forced to return to the abuser, where they face the increasing risk of physical harm and homicide. Whichever path the victim-survivor is forced to take, the outcomes can be devastating, leading to significant arrears, destroyed credit ratings, repossession, homelessness, and a lifetime of housing and economic insecurity. This has destroyed victim-survivors' physical health, causing some victim-survivors we interviewed to be hospitalised. The impact on victim-survivors' mental health is significant, with 89% of women who experienced this form of abuse experiencing negative mental health, such as depression, anxiety, and suicidal thoughts, as a result.

Financial services firms have a critical role to play in preventing their products and services from causing foreseeable harm through the perpetrator's abusive tactics. While some firms have developed good practice approaches, many firms need further clarity and guidance to provide support to victim-survivors, so they achieve consistently good outcomes. In many cases, firms are constrained in how far they can support victim-survivors under the current legal framework due to their obligations to both customers.

Through our work with pro-bono legal partners, we have demonstrated there is scope under the current regulatory framework and guidance, in particular under the Consumer Duty and MCOB, for firms to support victim-survivors and stop perpetrators from causing harm. We believe that the current regulatory framework and guidance can be strengthened to clarify firms' roles and responsibilities and mitigate the risks firms face when acting outside of standard processes. This would help reassure firms that their actions do not risk regulatory sanctions, being in line with the expectations of the regulator, enabling firms to better support victim-survivors to achieve consistently good outcomes in line with updated rules and guidance.

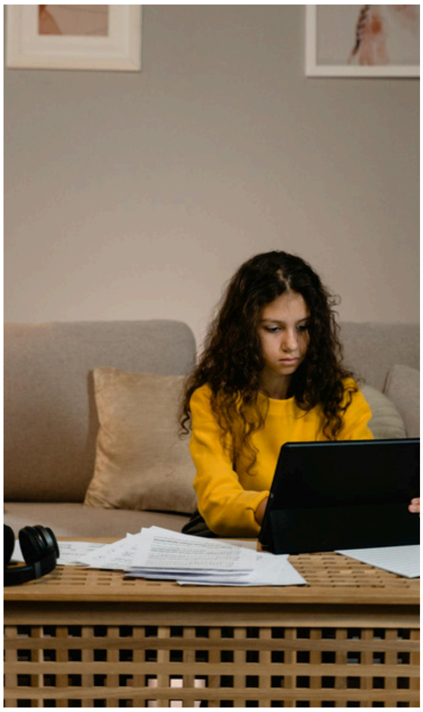


While these amendments will be an enormously helpful first step, we have also identified that they will not go far enough to prevent the harm the perpetrator causes while remaining in a joint mortgage with the victim-survivor. It is only when victim-survivors can sever these economic ties, both in the immediate and long term, that the perpetrator's abuse through a joint mortgage can be fully prevented. As we have demonstrated throughout the report, these immediate solutions do not currently exist and long-term legal remedies are expensive, inaccessible, and often do not consider the impact of economic abuse. These circumstances are even worse for cohabiting victim-survivors who have no rights or protections in law based on their relationship status.

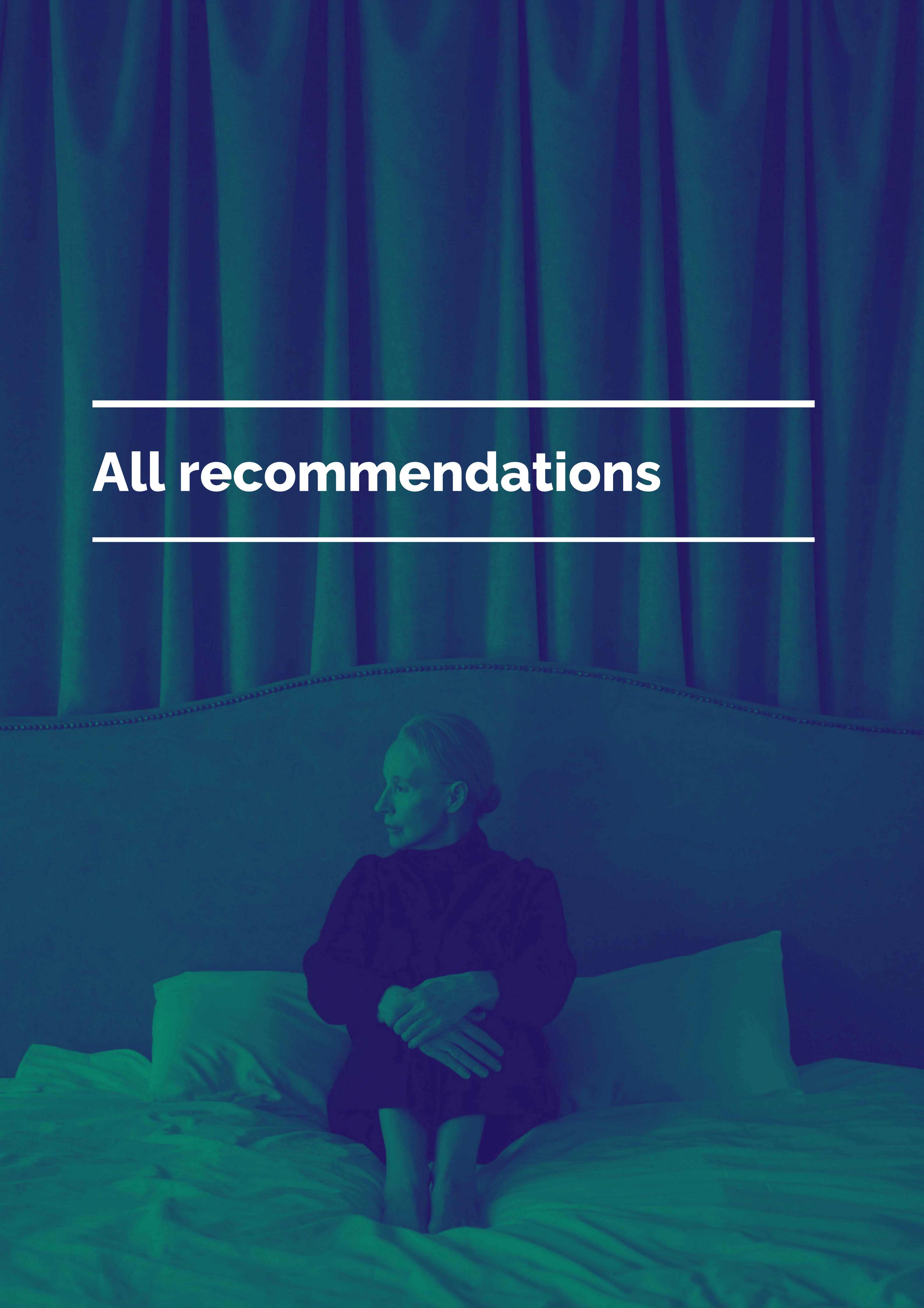
To address these significant issues, we need the government to urgently convene a task force on economic abuse bringing together relevant partners to devise both legal and regulatory solutions to prevent perpetrators from using joint mortgage abuse to devastate the lives of victim-survivors.

Furthermore, we also need commitment from the government to address wider legal issues that create barriers to safety and justice for victim-survivors, including removing the restrictive legal aid means test for domestic abuse survivors, introducing cohabitation reform, and improving financial remedy proceedings to reduce non-compliance by perpetrators and give greater consideration of economic abuse.

If the new government is to achieve its 'mission-led' approach to halve violence against women and girls within a decade, then tackling domestic, including economic abuse, must be a genuine cross-departmental priority, working together to fully harness all levers of change, overseen by robust governance and accountability and driven from the very heart of government.



# All recommendations



## Recommendations for government:

**1.**

**We welcome and reiterate the recommendations made by UK Finance in its 'From Control to Financial Freedom' report [44] for the government to urgently convene a task force on economic abuse.**

**We suggest this should be cross-governmental, led by the Home Office and Treasury, with a priority focus on joint mortgage economic abuse in the first instance. This should bring together relevant stakeholders, including government ministers and officials, financial services firms, third-sector VAWG experts, legal advisors, the FCA, and industry bodies.**

**The task force should work together to consider the regulatory and legislative changes required to prevent perpetrators from causing significant harm to victim-survivors via joint mortgages, including exploring the pros and cons of court-ordered interim several liability in cases of domestic abuse.**

**2.**

**The Secretary of State for the Department for Work and Pensions (DWP) should ensure their department reviews and amends current housing benefit eligibility criteria to ensure victim-survivors who own their home and are liable for mortgage repayments, are not prevented from accessing housing benefit to cover the cost of safe accommodation.**

**3.**

**As a part of wider reforms to Universal Credit, the Secretary of State for Work and Pensions should ensure the DWP reviews and amends Universal Credit eligibility criteria to ensure that victim-survivors who privately own their home are not prevented from accessing Universal Credit to safely flee the abuser.**

**4.**

**The Lord Chancellor should ensure the Ministry of Justice reviews the effectiveness of Occupation Orders in circumstances where victim-survivors privately own their own home. This should include ensuring family court magistrates and judges give regard to victim-survivor's liability for the joint mortgage when granting an Occupation Order and when making decisions regarding apportioning mortgage liability. This should include consideration of these findings as it pilots and rolls out Domestic Abuse Protection Notices and Orders.**

**5.**

**For the Lord Chancellor to honour the government's commitment by bringing forward legislation to afford rights and legal remedies to cohabiting couples based on their relationship status, developed in collaboration with specialist domestic, including economic, abuse organisations.**

**6.**

**For the Lord Chancellor to commit to exempting victim-survivors of domestic abuse from the legal aid means tests and urgently implement measures for increasing the supply of legal aid solicitors who can support victim-survivors through financial remedy proceedings.**

**7.**

**For the Lord Chancellor to commit to improving outcomes for victim-survivors of economic abuse through divorce and financial remedy proceedings. This should include consideration of measures to ensure economic abuse is given due weight in the division of assets, including consideration of economic abuse as a form of conduct and in the consideration of financial needs. It should also consider improvements to prevent perpetrators from deliberately delaying court proceedings and their non-compliance with court orders.**

**8.**

**We welcome and reiterate the recommendations made in the UK Finance 'From Control to Financial Freedom' report, calling for:**

- **"Government to work with the legal sector and the Courts to ensure that consumers are provided with clear 'standardised' information on how to access legal advice and the steps that need to be completed pre and post the provision of a Financial Remedy Court Order."**

- **"Financial Remedy Orders (dealing with the allocation of a property) should include a 'fallback clause' which advises in the event that the individual does not pass the mortgage lender's affordability assessment the property should be sold."**

- **"Court Orders should clearly state the implications (enforcement and/or punitive cost orders) to both parties if not enacted and include a mechanism for the Court to intervene where one party fails to comply with the order."**

## Recommendations for actionable steps firms can take:

**1.**

**Firms should be taking an individualised approach to forbearance generally, and in cases of economic abuse this should include considering acting on the agreement of one borrower to forbearance measures. This approach could also be reflected in the terms and conditions of joint mortgages and organisational domestic abuse policies, so that firms have a clear framework within which to operate.**

**2.**

**Firms should take an individualised approach when agreeing to forbearance measures with victim-survivors in cases of economic abuse. This should include agreeing to non-contractual forbearance measures without the perpetrator's consent where it supports good outcomes for the victim-survivor and avoids causing foreseeable harm to other joint mortgagors.**

**3.**

**Apply flexibility and discretion to affordability assessments for economic abuse victim-survivors who are seeking to change the mortgage contract from joint to sole. For example, by considering evidence of victim-survivors consistently paying monthly repayments in full as well as how the perpetrator's economic abuse may have previously impacted the victim-survivor's disposable income.**

**4.**

**Set out in the terms and conditions of the joint mortgage that the lender will act on court orders, where affordability requirements can be met and it is in the best interests of the victim-survivor to do so.**

**5.**

**In line with section 3.7 of the FCA's Guidance for Firms on the Treatment of Vulnerable Customers on skills and capabilities, firms could consider the following policies and practices, to ensure a consistent and safe approach to managing safe contact with victim-survivors and perpetrators of domestic abuse. This could specify that:**

- **Contact with victim-survivors of economic abuse should be managed through a specialist vulnerability team where possible. The frequency and nature of contact, especially regarding repossession and arrears, should be minimised to mandatory notifications only and tailored to prevent distress.**

- As recommended by UK Finance in its 'From Control to Financial Freedom' report, firms should implement a 'tell us once' approach to ensure victim-survivors do not have to retell their lived experiences to multiple professionals. It could be facilitated by providing victim-survivors with a single point of contact in the specialist vulnerability team. We also reiterate the UK Finance report recommendation urging the Home Office to support the sector to develop a mechanism for victim-survivors to disclose to multiple creditors once, similar to the Death Notification scheme [45].

- Firms should ensure that relevant staff in mortgage teams are required to undertake specialist economic abuse training so they can understand what economic abuse is, how to identify both victim-survivors and perpetrators, and how to offer a safe and effective response in line with the firm's policies and procedures.

- Firms should adopt clear procedures for sharing information safely with victim-survivors regarding the support that the firm can offer, both on their website and at critical points in the customer journey, including when there is a disclosure of economic abuse.

- Firms should adopt policies and procedures for safeguarding against information sharing with abusers that puts victim-survivors at risk of harm.

## 6.

We also invite interested firms to consider working alongside Money Advice Plus and Surviving Economic Abuse, to explore how the Economic Abuse Evidence Form (EAEF) - an information-sharing tool used by specialist debt advisors to verify with creditors that their customer has experienced economic abuse, preventing them from having to retell their story - could be extended to secured lending, including mortgages.

## 7.

For firms to meet their obligations under the FCA's Consumer Duty and Guidance for Firms on the Fair Treatment of Vulnerable Customers (FG21/1), firms should consider introducing relevant policies and practices to ensure consistent recognition and implementation of binding property settlements where they prevent causing foreseeable harm and meet affordability criteria.

## 8.

**For firms to meet their regulatory obligations in line with MCOB 13 and the FCA's Consumer Duty [46] and Guidance for Firms on the Fair Treatment of Vulnerable Customers (FG21/1) [47], they could consider how they can use their discretion to embed and ensure consistent application of policies and procedures to ensure the fair treatment of vulnerable customers, including victim-survivors of economic abuse, through their litigation and repossession process. This could include to:**

- **Ensure contact with victim-survivors through the repossession process in managed to avoid causing further harm, ensuring that the content and frequency of communications are tailored appropriately to the customer.**
- **Consider where missed payments and solicitor fees can be waived when it is known that the missed payments are a result of economic abuse.**
- **Where repossession is sought by the victim-survivor to avoid financial harm, firms should consider taking steps to expedite the repossession process if it is in the best interest of the victim-survivor. For example, by disregarding token payments by the perpetrator or avoiding unnecessary warnings or built-in waiting times that are a standardised approach to support customers to avoid repossession.**
- **Where the victim-survivor is seeking to avoid repossession and homelessness, firms could also consider offering additional support to help avoid causing harm to them. For example, this could include additional 'breathing space' to manage repayments or discussing available forbearance options to find the most appropriate.**

## Recommendation for amending relevant regulation and guidance to strengthen firms' responses

**1.**

For the FCA and membership bodies to work alongside VAWG sector experts, legal and financial industry partners, to consider how MCOB, the FCA's Guidance for Firms on the Fair Treatment of Vulnerable Customers, and the Financial Abuse Code, can be amended to clarify and strengthen the guidance and regulatory basis for avoiding causing foreseeable harm to victim-survivors of economic abuse through a joint mortgage.

## Recommendation for prioritising an industry-wide approach to coerced debts, credit reporting and restoration

**1.**

Relevant partners should come together to explore what an industry-wide approach to coerced debts, credit reporting, and credit restoration could look like. This should consider the roles of firms and credit reference agencies, within the context of MCOB, the Consumer Duty, and the Consumer Credit Act and Guidance.

It should also consider how these approaches can be used across multiple forms of coerced debts, including both secured and unsecured lending, and where there is sole or joint liability. We recommend that this issue and potential solutions could be developed by partners within a government-led task force on economic abuse.

**2.**

We welcome and reiterate the recommendations made by UK Finance in its 'From Control to Financial Freedom' report [48], calling for:

- UK Finance members to continue to consider debt write-off requests on a voluntary case-by-case commercial basis.
- The Steering Committee on Reciprocity (SCOR) to assess how coerced debt should be reflected on credit files, seeking to achieve a consistent principled and understandable approach to reporting.

# Appendix

1. All figures are from an Opinium survey for Surviving Economic Abuse of 1,178 nationally representative women across the UK who currently or in the past 24 months have held a joint mortgage. The survey was conducted online from 11th – 22nd July 2024.

2. To understand women's experiences of abuse through joint mortgages, the survey asked them, 'In the last 24 months, have you experienced any of the following behaviours from a current or ex-partner related to a joint mortgage you hold or held with them? Please select all behaviours that apply in the last 24 months.' 146 out of 1178 (12%) ticked at least one behaviour from a partner or ex-partner – full grid below.

| Behaviour | Percentage |
|---|---|
| Deliberately prevented or made it difficult for you to make a change to the mortgage that was in your best financial interests (For example, switching to a lower interest rate, taking a mortgage holiday, or making interest only repayments) | 4% |
| Deliberately prevented or made it difficult for you to make monthly mortgage repayments (For example, by not contributing towards paying other bills or not paying child maintenance). | 3% |
| Forced or pressured you to pay more than your agreed share of the monthly mortgage repayment (For example, by threatening you, making you feel scared to say no, or them refusing to pay their agreed share) | 3% |
| Borrowed against the joint property without your consent or knowledge | 3% |
| Prevented or made it difficult to end the joint mortgage when the relationship had ended (For example, by refusing to engage in conversations with the lender.) | 3% |

| | |
|---|---|
| Unreasonably blocked or prolonged the sale of your joint property (For example, by not letting an estate agent visit at an agreed time, not implementing a court ordered sale, or not accepting a reasonable offer below the asking price) | 2% |
| Forced or pressured you into taking out a joint mortgage with them, when you did not want to or felt it wasn't in your best financial interests | 2% |
| Deliberately delayed the repossession of the joint property in order to cause you financial harm (For example, by making token payments to the arrears) | 1% |
| **Experienced any economically abusive behaviours through the joint mortgage** | **12%** |

3. Other statistics were calculated as follows based on the sample of women - 146 (weighted base) out of 1178 - who experienced joint mortgage-based abuse:

| Question | Percentage |
|---|---|
| And during or after your partner or ex-partner's behaviours related to the joint mortgage, did you or have you felt any of the following over the last 24 months?<br><br>• Felt unable to leave an unsafe living arrangement<br>• Felt unable to leave partner or ex-partner | 78% |
| And during or after your partner or ex-partner's behaviours related to the joint mortgage, did you or have you felt any of the following over the last 24 months?<br><br>Net yes for the following answers:<br><br>• Gone without essentials for yourself in order to pay the mortgage, such as food, clothing, or toiletries<br>• Cut back on your heating, electricity or water use in order to pay the mortgage | 49% |

| | |
|---|---|
| Thinking about your mental health, has your partner's or ex-partner's behaviour around the joint mortgage you have or had resulted in you experiencing any of the following in the past 24 months? Please think about the past 24 months only.<br><br>• Anxiety<br>• Depression<br>• Panic attacks<br>• Suicidal thoughts<br>• Self-harm<br>• Other mental health issue | 89% |
| Has the cost-of-living crisis made the impact of your partner or ex-partner's actions around your joint mortgage worse over the past 24 months? For example, rising mortgage interest rates, increasing utility costs and increasing costs of daily essentials.<br><br>Net yes for the following answers:<br>• Yes, made it a lot worse<br>• Yes, made it somewhat worse | 82% |

4. To understand how children under 18 were impacted by joint mortgage economic abuse, we looked at the percentage of UK women who had a joint mortgage with a partner or ex-partner over that past 24 months and said they had experienced this form of abuse, and then looked at this across those with children (under 18) and those without children. This revealed that women with children under 18 were nearly twice as likely to experience this form of abuse than women without children:

| | |
|---|---|
| Children under 18 / Expecting | 15% |
| No children | 8% |

5. To calculate the number of UK women who had experienced joint mortgage abuse, a separate survey by Opinium was run among a nationally representative sample of 2000 UK adults from 26th-30th April 2024, which found that 23% of the 1028 women surveyed held a joint mortgage with a partner or ex-partner in the last 24 months. That equates to 6.4 million women in the UK based on calculation using ONS UK population estimates. The survey on behalf of SEA found that 12% of UK women who had a joint mortgage in the last 24 months had experienced at least one type of joint mortgage economic abuse by their current or former partner (listed above), which would equate to over an estimated 750,000 UK women.

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## Surviving Economic Abuse (SEA) is the only UK charity dedicated to raising awareness of economic abuse and transforming responses to it. The charity works day in, day out to ensure that women are supported not only to survive, but also to thrive.

## Get involved

If you would like to get involved in our work:

Contact us:
info@survivingeconomicabuse.org

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