

## **The complaint**

Mr D complains that when he made a data subject access request (DSAR) to Bank of Scotland Plc trading as Birmingham Midshires it did not have a copy of the mortgage deed.

## **What happened**

Mr D had a mortgage with Birmingham Midshires that was repaid in 2020. In 2023, he made a DSAR to Birmingham Midshires – but the information he received did not include the mortgage deed.

Mr D complains that Birmingham Midshires should have the mortgage deed and returned it to him. He wants to know what has happened to the deed and if Birmingham Midshires sold his “promissory note”. He said it had stolen his property and he wanted to know what had happened to it. Mr D thinks it is “suspicious” that Birmingham Midshires has given him all the other information but not the deed. He wants a proper explanation.

The investigator did not think the complaint should be upheld. Mr D did not accept what the investigator said.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Birmingham Midshires told us that it does not have a copy of the mortgage deed and that Mr D can obtain a copy from the Land Registry. I’m not aware of any requirement for a lender to hold the deed once a mortgage had been repaid.

The mortgage deed is the legal instrument that shows Mr D entered into a contract with Birmingham Midshires and had given his home as security for the mortgage. But if a lender did what Mr D alleges or securitised the mortgage, the lender would not give a physical copy of the mortgage deed to a buyer. The deed remains with the Land Registry and is usually held electronically. So the fact that Birmingham Midshires did not have the deed would not necessarily support what Mr D is saying happened.

Mr D said that Birmingham Midshires has committed “criminal acts” and that the courts, the government, us and others have all been silent about the issues that he has raised. If I thought Birmingham Midshires had not acted fairly or reasonably then I would ask it to put that right. But I don’t think Mr D has shown that it has acted unfairly or unreasonably. And there is no other evidence to support that Birmingham Midshires has not acted fairly or reasonably – or indeed that Mr D has suffered any financial loss as a result of this matter.

Ultimately, Mr D had the benefit of the money he borrowed from Birmingham Midshires. And as far as I can see the mortgage operated in line with the terms and conditions he accepted. I note all of the points Mr D has made. But I don’t consider they affect the validity of the agreement he had with Birmingham Midshires or that it is required to do anything more.

Birmingham Midshires has paid Mr D £75 for the delay in responding to the DSAR. I don't think it needs to do anything else.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 March 2024.

Ken Rose  
**Ombudsman**