

## **The complaint**

Mr and Mrs M complain that Clydesdale Bank Plc (trading as Virgin Money) ("VM") lost documents relating to their property.

## **What happened**

Mr and Mrs M had a mortgage with VM. Mr M says that when they paid off the mortgage in 2023 he paid VM to return the title deed and accompanying documents (collectively the "title bundle"). However, VM only sent him a single page copy of the title document, an original builder's certificate and a copy of a historic transfer document – Mr M says all the other historic documents of previous owners and the developer's documents were missing. He says that if VM had the builder's certificate and transfer document it must have had the full title bundle.

Mr M says the title bundle is required to help him determine his property boundary – in particular, the fences that he owns. He is also concerned that the loss of the documents will result in complications when selling his property in the future. He wants compensation from VM.

Our investigator looked into the complaint. She appreciated Mr M's strength of feeling about what happened, but she didn't think VM ever held the title bundle Mr M complains about. In coming to that view she noted that VM said they've provided all the information they have on the property. She also said that when VM registered its charge on the property (in 2006) the Land Registry had switched to accepting electronic records. So there wouldn't have been any need for VM to hold the title bundle. She also said that she didn't think the absence of the original documents was likely to complicate a sale in the future. That's because the official title document that is available to Mr M from the Land Registry is sufficient proof of ownership. That document includes a title plan – which shows the general (as opposed to exact) position of the boundaries.

Mr M disagreed with our investigator. He said his solicitor has told him that the original documents were sent to VM. So he's convinced that VM has lost them, or even destroyed them to save money. He says he has heard rumours of businesses doing that. He says his solicitor has told him that in order to sell his property in the future he will need the transfer document (that shows the title being transferred from the previous owner to him and Mrs M) as well as the title deed.

Mr M asked for his complaint to be reviewed by an ombudsman, so it has been passed to me to decide.

## **What I've decided – and why**

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

I know it will disappoint Mr M, but I agree with the investigator's view of this complaint.

I'll start by saying that it is unclear what documents were sent to VM by Mr M's solicitor when the mortgage was taken out. Mr M's solicitor doesn't have a schedule of what was sent. Mr M says his solicitor told him that a full pack of documents were sent to VM around the time the mortgage was taken out, and that a "separate Deeds Pack" wasn't opened so everything would have been sent out.

I have to balance that against what VM has said and provided. VM has provided evidence to show that it sent Mr M all the documents it held in connection with his mortgage. Mr M has told us he thinks VM lost or destroyed the documents. He says he has heard rumours of businesses destroying documents to save costs. But I have no evidence to support that happened here, and I think it's unlikely that VM would have retained some documents and not others.

I appreciate that Mr M is very annoyed that VM didn't record the details of the documents that it received in relation to the mortgage, and what it sent back to Mr M. But my role isn't to comment on VM's systems or processes.

Mr M has provided us with a copy of VM's fee tariff. That includes a reference a fee charged for title deeds inspection and photocopying. He says that suggests that VM had the title bundle. I'm afraid I don't agree with Mr M here. The tariff is standard wording used to describe an administrative process. I don't think it shows what happened in relation to the mortgage at the centre of this complaint. Mr M has also said that VM wouldn't have been able to send him the copies of the documents it didn't have the title bundle in the first place. But as it's not clear what VM was sent in the first place (originals or copies) I'm not persuaded by that.

Ultimately it would only be fair and reasonable for me to say that VM should compensate Mr and Mrs M for losing documents in its care if I was persuaded, on the balance of probabilities, that it had done so. I don't underestimate Mr M's strength of feeling about this complaint. However, having weighed up everything that's been said and provided I'm not persuaded that it did so here.

I understand that Mr M has a number of unanswered questions about what happened and that this matter is very important to him. However, I'm afraid the Financial Ombudsman Service can't give him all the answers he wants.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 2 April 2024.

Laura Forster  
**Ombudsman**