

The complaint

Mr and Mrs P's complaint about Barclays Bank UK PLC (Barclays) relates to the loss of their title deeds which had been entrusted to Barclays for their safekeeping.

What happened

Mr and Mrs P took out a mortgage on their home with Barclays in 1986. The title deeds were deposited with Barclays. In 2003 they borrowed some more money and Barclays sent the title deeds to solicitors as they were required for the mortgage work in securing a charge on the property.

The charge was duly registered against the property at HM Land Registry.

Mr and Mrs P paid off their mortgage in 2008.

In 2023 Mr and Mrs P wanted to buy some more land and for that they needed to have access to the title deeds. When they asked Barclays for them they learned Barclays could not locate them. Other than speculate, Barclays have been unable to say what happened to the deeds.

Mr and Mrs P complained to Barclays who declined the complaint on the basis that it had been brought out of time.

Mr and Mrs P were unhappy with Barclays' final response and so approached this service to see if we could assist in resolving the dispute.

Our investigator disagreed and thought that Mr and Mrs P had brought the complaint within three years of becoming aware that the title deeds were missing, and therefore this was a complaint we could look at. She went on to consider that the title deeds ought to have been in Barclays possession when they were returned from the solicitors' office and as Barclays don't know what happened to them it should pay for the costs of Mr and Mrs P's solicitor for putting matters right, as well as paying them £300 in compensation.

Barclays didn't agree and asked for the complaint to be passed to an Ombudsman for a final decision.

What I've decided – and why

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

I know the parties provided a lot more detail than my summary, but I shall focus on what I see as the key issues. Our rules allow me to do this, and it reflects the informal nature of our service as an alternative to that of taking action through the Court. If I've not mentioned

something then this isn't because I've ignored it, rather it's because I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Naturally, I have considered the views of both Mr and Mrs P and Barclays and all the available evidence. Where evidence is not complete, I think about what is more likely to have happened in the light of the evidence which is available.

The accepted facts are that Barclays sent the title deeds to a firm of solicitors in Oxford for the purpose of doing the legal work to secure their charge. That was in 2003. At that time, the solicitors ought to have returned the title deeds to Barclays after they had completed the work. If they didn't it was Barclay's duty to make sure they did.

So, either Barclays failed to secure the return of the title deeds, or they were returned and then lost by Barclays. There is a singular lack of evidence as to where the title deeds went, but what is clear is that in 2003 it wasn't Mr and Mrs P's fault they went missing.

I know Barclays have said we have no jurisdiction to deal with this claim, but I disagree. Our investigator is correct to say that although this complaint is brought well outside the six-year time period for bringing complaints, it is within the three years from the date when Mr and Mrs P learned the title deeds were missing, that being the date they had a cause to complain.

Putting things right

The consequence which naturally flows from the title deeds being missing is that legal work is necessary to now register the title at HM Land Registry in the absence of the title deeds. Mr and Mrs P have said that their solicitor's fees were £330 and I think that is reasonable. I also think Barclays should compensate Mr and Mrs P for the distress and inconvenience caused and in so doing I start from the point that any award should be balanced against the ups and downs of everyday life which we all face when dealing with other people, businesses, and organisations, and recognising that at times this can be inconvenient.

It is also very important to remember that there is no set figure for compensatory awards, since the facts of each case are different. Ultimately it is an exercise of judgement, looking at all the circumstances and coming to a figure which feels fair, when set against the effect of any failures in service on the person bringing the complaint. Here Mr and Mrs P have faced a number of months of uncertainty requiring him to spend some considerable amount of time trying to resolve matters so his purchase could go through.

When we make awards of compensation we categorise them and examples of these can be found on our website.

I think the relevant category for this this complaint would be;

'An award .. of up to £300' is usually applicable when an error has caused frustration and annoyance more than you might reasonably expect from day-to-day life, and the impact has been more than just minimal.

So, having weighed up all the information provided, I think Barclays should pay Mr and Mrs P £300 as recompense for the distress and inconvenience caused.

My final decision

My final decision is that Barclays Bank UK PLC should pay Mr and Mrs P £300 in compensation and £330 in re-imbursement of their legal costs – a total of £630.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 30 June 2024.

Jonathan Willis
Ombudsman