

The complaint

Mr B complains that Lloyds Bank PLC hasn't sent him a document he's repeatedly requested from it, the signed legally binding mortgage loan contract or agreement reached between him and Lloyds. He said Lloyds hadn't sent this, or explained why not.

What happened

Mr B said he'd repeatedly asked Lloyds for a copy of the legally binding mortgage loan contract or agreement, reached between him and Lloyds. Mr B said that Lloyds had sent him the offer for an expired mortgage, on two separate occasions.

Mr B showed us details of an offer made in 2015, but he said that this contract has since been renewed, so this wasn't what he was asking for. Mr B said he wanted a copy of the signed contract, Lloyds wouldn't provide it, and it wouldn't explain why not. Mr B said an offer wasn't a contract.

Mr B set out the law and codes of practice that he believed Lloyds had breached. He wanted a copy of the contract, or proof that any contract exists at all, in line with all relevant laws. He said that this had all been stressful and inconvenient, and caused him to lose time from work. He said he should be paid compensation for that.

Lloyds said it understood Mr B was asking for the one, signed, document which made up this mortgage, as it's operating now. But it said there isn't any such document.

Lloyds has sent Mr B three final response letters. In September 2024, it said that it had sent Mr B full documentation for his mortgage offer in 2020, and he'd accepted that digitally, so Lloyds couldn't send him a signed contract. Lloyds said it had sent him again, the documents it issued at the time. It hadn't sent him a lengthy booklet, covering the mortgage conditions, but it would send this to him electronically if he wanted it.

Lloyds wrote again at the start of October 2024, to say that it hadn't changed its mind, and saying it didn't accept Mr B's assertion that the mortgage may not be valid if it couldn't produce these documents.

Lloyds then wrote for a third time in early November 2024. This time it said it was sorry it had assumed Mr B was challenging the legality of the mortgage. It now understood he was asking a hypothetical question about how Lloyds would prove the validity of his mortgage, if it didn't have documentation.

In this letter, Lloyds also said that the mortgage agreement it has with Mr B is made up of a number of documents. Those include the mortgage conditions, the mortgage deed, offer letters, and any other agreement to do with the mortgage loan. And that agreement lasts until the mortgage is paid off.

Lloyds explained that Mr B was sent a copy of his mortgage conditions in 2015, before the offer was accepted in 2016. Those conditions were the 2011 edition. But Mr B then accepted a new set of mortgage conditions in 2020, when he took out a new offer. So the conditions

covering his mortgage were the 2019 edition. Lloyds said it hadn't sent those before as the document was sizeable, but it would send them now.

Lloyds explained that it wasn't able to send Mr B a single document which constitutes his mortgage agreement with it, because there just isn't one single document that makes up this mortgage. Lloyds apologised for not setting this out sooner, but it said a request for the one document which makes up a mortgage agreement, is quite an unusual query.

Mr B wrote again, saying he had simply asked for a copy of the agreement or contract associated with the mortgage, which is standard documentation that should be available on request. Mr B said he hadn't been sent this, and he'd experienced repeated instances of staff being unable to answer straightforward questions, or providing contradictory information. He felt Lloyds' customer service had been very poor, and it hadn't explained how a product transfer worked. He also said that Lloyds made unfounded assumptions about the reason for his request. Mr B set out a number of steps he thought Lloyds should take to improve.

Our investigator didn't think this complaint should be upheld. She said Mr B's mortgage was taken out in 2016, and the underlying terms were changed by agreement in 2020, when Mr B took out a new fixed interest rate. She said Mr B had raised some general questions regarding how Lloyds would be able to evidence an agreement without a signed contract, so she could understand why Lloyds may have assumed Mr B was disputing the validity of the mortgage. But when Mr B said he wasn't, Lloyds acknowledged that and apologised, which our investigator thought was fair. Our investigator said Lloyds had now set out what Mr B's mortgage agreement was made up of, and she thought it had done enough to explain things.

Our investigator noted Mr B's concerns about Lloyds service standards, but said she didn't think Lloyds had closed his complaint about the mortgage contract prematurely, and although he said service standards on the phone were poor, he remained able to communicate about his complaint.

Our investigator said we weren't able to make recommendations on staff training, or other broader issues to do with the regulation of Lloyds. She said Lloyds had given Mr B the information requested, although not in the format expected. She didn't think Lloyds had dealt with Mr B unfairly, and she thought Lloyds' apology for any initial misunderstanding was reasonable. She said she wouldn't ask Lloyds to do any more now.

Mr B replied a number of times, to object to our investigator's conclusions. Mr B didn't think his complaint to Lloyds was dealt with properly, and he asked again why Lloyds could not provide a copy of his signed agreement or contract? He wanted to know if that had gone missing. When our investigator didn't change her mind, he asked for a review of his complaint.

Mr B said he remained deeply dissatisfied with Lloyds, and was now also dissatisfied with our service. He said Lloyds should have sent him a signed mortgage agreement, and repeated his view that without such a document, signed by both parties, there would be no proof that Mr B agreed to the terms Lloyds was enforcing. Mr B thought Lloyds could be unlawfully withholding this document, and queried whether it was doing this to hide other breaches of law or regulatory rules. He asked again for a copy of the signed mortgage agreement from Lloyds Bank, or a clear legal justification for why it cannot provide it.

This case then came to me 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've reached the same overall conclusion on this complaint as our investigator.

I note at the outset that Mr B has also complained about how our service has dealt with his case to date. That matter has received a separate response, and I do not consider it would be appropriate to touch on that issue here. This decision deals solely with Mr B's complaint against Lloyds.

Mr B has repeatedly asked for a single, signed document which constitutes his contract or agreement with Lloyds. Lloyds says it simply doesn't have such a document. If Lloyds doesn't have anything it refers to in this way, then it's not immediately clear what Mr B is actually requesting, and whether a document which would satisfy him, actually exists.

When Mr B first complained to our service, he said that Lloyds had sent him a document for an expired mortgage offer, and showed us an offer dated 11 December 2015. That was when Mr B first took out his mortgage. Our service has asked Lloyds if it holds a signed acceptance letter, from then, and it says it hasn't been able to locate that.

I've thought about whether it would have helped, if Lloyds had said to Mr B some time ago that it couldn't produce a letter Mr B had signed at the outset of this mortgage. Lloyds has, however, produced a document signed by Mr B's conveyancer, requesting the drawdown of funds under this mortgage agreement. When the conveyancer signed that document, he was acting on Mr B's behalf.

It is unusual for our service to respond to a hypothetical query, and here Mr B has been at pains to stress that his queries about whether this mortgage could be enforced are hypothetical. However I think I should set out my understanding of the position here, for the avoidance of any doubt.

Our service doesn't have the power to decide whether a mortgage is void, invalid or unenforceable – this is something that a court would need to decide. However, I can consider what is fair and reasonable in the circumstances.

Given the signed request for drawdown from Mr B's conveyancer, and the other documentation I've seen, it does seem most likely that Mr B did enter into a mortgage with Lloyds in 2016. I don't think the absence of a signed document from then makes it unfair or unreasonable for Lloyds to say Mr B has a mortgage with it now, which started in 2016.

Returning to whether it would have helped if Lloyds had said from the outset that it couldn't produce any signed agreement from 2016, I have to bear in mind, as Lloyds has pointed out, even if it did still have the signed letter of acceptance from Mr B, that isn't what he's asked for. Any such letter would never have been a single document which makes up the mortgage agreement. As Lloyds correctly stated, Mr B's agreement has always been found in a number of documents. And I understand that Lloyds has now sent him the up to date versions of those documents, including the revised terms which have applied since the 2020 changes to his mortgage.

I know Mr B says he's found Lloyds difficult and frustrating to deal with, but I think this may be, at least in part, because he's repeatedly asked for something that Lloyds says it doesn't have. I do think it's likely that has caused some confusion here, and I've not been able to reach the same broad conclusions here about the competence of Lloyds' staff as Mr B has

reached.

I can see that Lloyds has also been somewhat unclear about Mr B's reasons for seeking this document, believing he might be challenging the validity of his mortgage. I think it's reasonable for Lloyds to have simply apologised to Mr B for getting this wrong.

I appreciate that Mr B is likely to be disappointed by my decision, but I don't think that Lloyds' response to him has been unfair or unreasonable. And because of that, this complaint won't be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 May 2025.

Esther Absalom-Gough
Ombudsman