

## **The complaint**

Mr A complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY won't respond to his arguments and requests for documentation about his mortgage. He says without this, his mortgage must be void.

## **What happened**

Mr A said that NatWest had committed fraud against him in relation to his mortgage. He said he'd been asking NatWest, since late 2022, to provide him with information he has requested. But he said NatWest hadn't sent it. He said that meant NatWest should provide a full refund of all payments he has previously made to it, and NatWest should also stop all further unlawful attempts to repossess his property.

Mr A has shared with us a long running correspondence between himself and NatWest. Mr A has repeatedly said he wouldn't pay until NatWest had produced evidence, including validation of the alleged debt, a contract signed by both parties, and confirmed the source of the funds. Without that, Mr A said the mortgage was void, and NatWest had to pay him back everything he'd paid it.

NatWest said Mr A took out a mortgage with it in December 2018. It has sent Mr A his loan offer, the terms of his mortgage and his annual statement. And it says it has always responded to his correspondence. But it has repeatedly refused to answer Mr A's detailed questions. It said it was satisfied Mr A's mortgage was enforceable.

Our investigator first set out a view saying she couldn't comment on the securitisation of accounts, because that falls outside of our jurisdiction. She said that she'd looked at a copy of the agreement, and was satisfied NatWest was entitled to seek repayment of the loan it advanced to Mr A. And she didn't think NatWest had to respond to his detailed questions. She didn't think NatWest had been unfair.

Mr A replied to say that NatWest hadn't validated the debt. He said he'd asked for evidence of proof of claim, and under general accepted accounting principles, NatWest must not withhold evidence. Mr A set out his understanding of the law, and said NatWest had deposited a promissory note with his signature to pay the seller, or it must prove otherwise. Mr A said our service needed to urgently investigate that there had been no disclosure he was creating the credit, that there had been no equal consideration as NatWest had brought nothing of value to the table, that the terms set out by NatWest were based on fraud, and that a lawful contract must have signatures from both parties, but his contract only had one.

Our investigator then wrote again. She said that if the arguments Mr A had raised were true, then Mr A would benefit from owning the property without any obligation to repay the money he borrowed to purchase it. But she said she was satisfied Mr A had borrowed the money from NatWest. So, in the circumstances, she thought it was fair and reasonable for Mr A to pay this back, in accordance with the terms of the mortgage contract he entered into. She said NatWest was entitled to collect payment from Mr A for the mortgage loan. Our investigator said that if Mr A didn't pay, he risked losing the property.

Our investigator said Mr A was free to raise all the points he had made to our service and to NatWest, in court if he wanted to, and the court could then decide whether his mortgage is valid. She suggested Mr A could take advice from a qualified solicitor before doing that.

Our investigator said that while she appreciated Mr A had strong feelings about the issues raised, she didn't think it would be fair to say that NatWest had made a mistake or been neglectful by not addressing the documentation he provided in connection with this complaint. She didn't think it would be fair or reasonable to assert that NatWest needed to disprove the arguments Mr A has raised, which he believes invalidate his mortgage.

Mr A replied, to say that he didn't want to be referred to by what our service had set out as his full name, as he doesn't use a legal title. Mr A said that it was clear banks don't lend their own money, and there was much caselaw to prove this. He attached a memorandum setting out his understanding of the law. Mr A said all the questions he had asked the bank, needed to be answered as soon as possible, and he requested that an ombudsman investigate the fraud he said was taking place.

Because no agreement was reached, 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.

As our investigator noted, Mr A's arguments appear to be that, without specific evidence that he says NatWest hasn't provided, he has no duty to pay this mortgage. That means Mr A would benefit from owning his property, but with no requirement to pay back the money he borrowed when he purchased it. At the outset, it is difficult to see how a finding which supports Mr A's arguments could be reached, in compliance with the duty upon me to be fair and reasonable in all the circumstances of the case.

Mr A has provided a number of detailed arguments, which he says show (unless required evidence is provided by NatWest) that this mortgage would be void. For clarity, 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. I have to consider what is fair and reasonable in all the circumstances of this case.

I should set out that, from the documentation I've seen, I'm satisfied that Mr A did borrow money from NatWest. So, like our investigator, I also think it's fair and reasonable for Mr A to pay this back, in accordance with the terms of the mortgage contract he entered into. That means I also think NatWest is entitled to collect payment from Mr A for the mortgage loan. And I share our investigator's concern that if Mr A doesn't repay this mortgage, he risks losing the property.

As our investigator set out, Mr A is free to run the arguments he has advanced to our service, and to NatWest before us, in court if he wishes to do so, and a court can then reach a decision on the validity of Mr A's mortgage. Like our investigator, I don't think it would be fair and reasonable to require NatWest to respond to those detailed arguments, in advance of any such court case.

I've explained that our service can only look at what's fair and reasonable, and here I do think, for the reasons set out above, that it is fair and reasonable for NatWest to ask Mr A to pay it back the loan it made to him. So I don't think it would be fair and reasonable for me to

suggest, in any way, that this repayment could or should be contingent on NatWest responding to Mr A's view of the law. I won't ask NatWest to do that now, or ask it to pay compensation for not having done so already.

I know that Mr A will be disappointed, but I don't think this complaint should 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 A to accept or reject my decision before 11 May 2025.

Esther Absalom-Gough  
**Ombudsman**