

The complaint

Mr and Mrs K complain that National Westminster Bank Plc lost the deeds to their property.

What happened

Mr and Mrs K lodged the deeds to their property in NatWest's safe custody over 50 years ago. However, when they went to the branch to collect the deeds, they were told the deeds had been lost in around 2018/2019. So, they complained.

NatWest apologised. It said that Mr and Mrs K had not been charged a safe custody fee since November 2018 and it credited their account with £120 compensation in recognition of the inconvenience caused. It also said it would consider any other costs incurred.

Unhappy with outcome, Mr and Mrs K contacted NatWest again saying that it had failed to inform them that the deeds had been lost. NatWest accepted that it hadn't contacted Mr and Mrs K in 2019 when it should have done, and it credited their account with an additional £120 compensation.

Mr and Mrs K referred the complaint to this service. They said that NatWest could have lost the deeds much earlier than 2019 and they wanted a refund of the charges they had paid for a service they had not received.

One of our Investigators looked into the complaint. He acknowledged that Mr and Mrs K had been caused distress when NatWest told them their property deeds had been lost and that obtaining replacement deeds would cause them inconvenience. But he felt that the £240 compensation NatWest had paid plus the offer to cover the cost of obtaining replacement deeds was fair.

Mr and Mrs K didn't agree saying they had lodged their deeds for safe keeping but they hadn't been kept safe. They added that the deeds could have been lost for more years than NatWest had said, so they thought a refund of all the fees they had paid over the years plus further compensation would more fairly recognise the impact this matter has had on them.

The investigator didn't change the outcome he had reached. He noted that NatWest's records showed that the last safe custody fee Mr and Mrs K had been charged was in November 2018 and that it was during an annual audit in March 2019 when the deeds were found to be lost. So, on balance, he was persuaded the deeds had been lost sometime around 2018 and March 2019.

As such, he didn't think NatWest was required to refund the safe custody fees or pay increased compensation. But he did provide Mr and Mrs K with the documents needed to obtain replacement deeds from HM Land Registry.

As agreement wasn't reached, the complaint has been passed to me to decide. And I issued a provisional decision.

What I said in my provisional decision dated 26 March 2025

Since the investigator issued his view on this complaint, further enquiries have been made with NatWest to try and establish for certain when the deeds were lost.

NatWest has now told us that the deeds were destroyed around late 2018/early 2019. It said this was because HM Land Registry records is proof of property ownership. This does mean that I'm persuaded that NatWest are unable to return the original deeds to Mr and Mrs K. I appreciate this new information will be upsetting for Mr and Mrs K, so I've thought about this when considering their complaint overall.

Firstly, I think it would be helpful to explain the remit of this service. Here, NatWest has accepted it made a mistake. So, our role is to decide if - in putting things right, NatWest has done enough. And, if we don't think it has, we tell it what we think is required to make good any financial loss and what fair compensation would be for any distress and inconvenience caused. But our role isn't to punish businesses – we are not the regulator.

I've seen evidence showing the last safe custody charge debited to Mr and Mrs K's account was in November 2018. So – on balance, given what NatWest has now told us, I find it's more likely than not that the deeds were in the safe keeping of NatWest until at least November 2018. I say this because I think it's most likely NatWest stopped charging Mr and Mrs K safe custody fees when it destroyed the deeds. As such, until this date Mr and Mrs K received the service they paid for. So, I don't find that NatWest is required to refund the safe custody charges previously applied by NatWest.

However, while I acknowledge NatWest's point that HM Land Registry records show property ownership, title deeds are useful for other purposes – such as, confirming property boundaries. So, I find that NatWest acted unfairly when it destroyed Mr and Mrs K's title deeds – particularly, when it did so without notification to them.

Irrespective of whether the deeds were lost or destroyed, obtaining the originals is not something NatWest can do. But it is possible to get deeds reconstituted via HM Land Registry – and I've seen that the investigator has provided the necessary forms to Mr and Mrs K to enable them to do this. And NatWest has agreed to cover the cost of this upon evidence of the cost incurred. Overall, I think this is fair. Mr and Mrs K should submit evidence of their costs to NatWest when HM Land Registry takes the fee from them.

But I accept that not only has this matter caused Mr and Mrs K distress, but they will also incur further inconvenience completing the required forms. So, I've thought about the impact this has had on Mr and Mrs K.

Mr and Mrs K are an older couple, and Mrs K has told us this matter has made them feel ill and given them sleepless nights. She's said they left the deeds with NatWest so they were safe, but they haven't been kept safe. And, as a result, she has lost her trust in NatWest – which I do understand.

But I haven't seen anything to persuade me that Mr and Mrs K needed the deeds urgently – rather they went to the branch to collect them as the branch was closing down. And NatWest explained reasonably quickly that the loss of the deeds didn't have any material impact as replacements could be obtained from HM Land Registry. So, I'm not persuaded the impact of NatWest's error is so significant that it would warrant a distress and inconvenience award greater than what NatWest has already paid - £240 in total. So overall, I find NatWest's compensation offer to be fair.

Responses to my provisional decision

NatWest accepted the provisional decision. But Mr and Mrs K didn't. Mr K said this is the first time they had been told the deeds had been destroyed and that NatWest had never told them about the deeds being missing in 2019. As such, Mr and Mrs K still think the documents could have been lost or destroyed much earlier than NatWest has said but it continued to charge them. They also said the lost deeds have left them in a predicament.

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.

This includes Mr K's most recent comments to the investigator on 31 March 2025. But having done so, I've reached the same outcome as set out in my provisional decision. I'll explain why.

I'd like to reassure Mr and Mrs K that I do agree with them. NatWest was wrong to destroy deeds that had been placed in its safe keeping. And, as such, I find that NatWest has treated Mr and Mrs K unfairly.

But as I explained in my provisional decision – this service is not the regulator, and we cannot punish NatWest. Rather, when something has gone wrong – has it has here, our role is to decide if NatWest has done enough to put things right as far as is reasonably possible.

For the reasons given in my provisional decision, I'm persuaded that it's most likely that the deeds were destroyed. In this situation, it just isn't possible for NatWest to be able to return the original deeds to Mr and Mrs K. But as also mentioned above, HM Land Registry can provide replacements. And NatWest has offered to cover the cost of this upon Mr and Mrs K providing evidence of the fee HM Land Registry charges them.

This will mean that Mr and Mrs K will have title deeds for their property should they need them in the future – for example, if they decide to sell their home. And I find this to be a fair reasonable way to put Mr and Mrs K – as close as reasonably possible, back into the position they would have been in had NatWest still held the original deeds.

I know Mr and Mrs K were expecting NatWest to refund some of the charges they incurred over the years as the deeds were placed with NatWest more than 50 years ago and they had paid for a safe custody service up until November 2018. But, as I'm persuaded the deeds were destroyed in 2018/2019 (hence why no further charges were applied), I'm not persuaded that any earlier charges should be refunded.

I do however acknowledge that when they discovered that NatWest no longer held the deeds Mr and Mrs K were caused distress. And they will experience further inconvenience as they will need to complete the forms for HM Land Registry to get replacement deeds. But I'm persuaded their distress was short-lived as I've seen NatWest explained to them relatively quickly that replacement deeds could be obtained. So, the original deeds having been destroyed will have no material impact on their situation. And Mr and Mrs K have been provided with the necessary form to complete to approach HM Land Registry. Given this, I find the total compensation award of £240 – already paid, to be fair.

My final decision

For the reasons given above, I do not uphold this complaint – in the sense that NatWest has already paid Mr and Mrs K fair compensation and offered to cover the cost of obtaining replacement deeds.

National Westminster Bank Plc should pay Mr and Mrs K the cost of obtaining the replacement deeds upon Mr and Mrs K providing proof of the cost they have incurred from HM Land Registry.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 30 April 2025.

Sandra Greene
Ombudsman