

## **The complaint**

Mr G is unhappy about poor administration and communication by Hampshire Trust Bank Plc trading as HTB, after his secured loan had been redeemed.

He says this caused him financial losses and avoidable distress and anxiety.

## **What happened**

Mr G had a secured loan with HTB. The loan was redeemed in January 2024, but there were delays and other issues relating to HTB completing the relevant DS1 form required by Land Registry.

The issues with the DS1 form were eventually resolved, but in December 2024 Mr G complained to HTB. In summary, he said the delay in HTB completing the DS1 form had directly impacted his ability to refinance, caused him financial losses, hardship, and led to him missing opportunities. He said the prolonged uncertainty had caused avoidable stress and impacted his well-being.

HTB upheld the complaint in part. It conceded it had caused a two-month delay in completing the DS1 form, and it offered Mr G £200 compensation to reflect this. It didn't agree it was responsible for any subsequent delays, saying this was down to factors beyond its control.

In terms of financial losses, HTB said that it had previously asked Mr G to provide further detail about any financial impact, so that it could consider this, but hadn't received anything further. It said that if Mr G did want to provide further information, it would then consider this.

Mr G referred the matter to the Financial Ombudsman Service. An Investigator here issued an assessment of the case. In summary, the Investigator said that they thought the £200 HTB had offered, represented fair compensation for the distress and inconvenience caused by the two-month delay. The Investigator also said they thought HTB had acted fairly in saying that it would consider reimbursing financial losses, upon receipt of further information from Mr G specifying what those losses were.

Mr G remained unhappy. He said the two-month delay caused by HTB had led to him incurring additional interest charges and legal and administrative fees. And that HTB hadn't followed up meaningfully to quantify those losses. He said he could provide further information and evidence to demonstrate the financial impact.

Mr G also said he remained dissatisfied with HTB's communication, and that according to our guide to compensation, where an error has led to serious financial or emotional consequences, the figure should be more than £200.

The case has been passed to me to make a 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.

Having done so, I've reached the same overall outcome as the Investigator and for broadly the same reasons. Before I explain why, I want to set out the purpose of my role. It isn't to address every single point that's been made to date. Instead, it's to decide what's fair and reasonable given the circumstances of this complaint.

For that reason, I'm only going to refer to what I think are the most salient points when I set out my conclusions and my reasons for reaching them. But, having considered all of the submissions from both sides in full, I will continue to keep in mind all of the points that have been made, insofar as they relate to this complaint.

HTB has already conceded that it made an error by delaying sending the DS1 form for two months, offered £200 compensation for the distress and inconvenience caused, and said it would consider financial losses upon receipt of further information and evidence from Mr G about this. As such, the main consideration here is whether what HTB has offered to do, is a fair way to put things right.

Before returning to that, I note that Mr G has questioned not only the two-month delay, but also the way HTB completed the form, which he says led to further delays and consequences. HTB says it didn't make any error when completing the form, and that the subsequent delays weren't its fault.

Within Mr G's submissions, I've seen e-mail exchanges between other parties indicating that the DS1 submitted by HTB was in a format consistent with forms that had previously been accepted by Land Registry.

Overall, I haven't seen any persuasive evidence that HTB did make an error in terms of the way in which it completed the form.

#### Financial losses

I acknowledge that Mr G feels strongly that HTB's error has caused him financial losses. However, whilst Mr G has referenced broad categories of what he says his losses are – additional interest, legal and administrative fees – and said he can provide further information about those, I can't see that he's provided specific detail of his perceived losses, including actual amounts, to either HTB or our Service. Mr G also hasn't explained why his perceived losses have reasonably been caused by the two-month delay in HTB returning the DS1 form, and not the acts or omissions of other parties, or anything else.

As I've said, HTB invited Mr G to provide it with further information about what he regards to be the financial losses caused by its error, so it could consider that further. I find that this was, and remains, reasonable.

#### Compensation

I acknowledge that Mr G feels strongly that the £200 offered by HTB isn't sufficient to reflect the impact of its error. But I don't agree.

Mr G's submissions indicate that the redemption of the HTB loan and associated administration was part of a series of transactions being undertaken by Mr G (or his agents), involving multiple parties. But I have no evidence regarding the specific impact of that two-month delay on Mr G's broader plans, albeit I can accept that a two-month delay wasn't ideal. I also haven't seen any evidence that Mr G, or his agents, were chasing HTB for the form to be expedited during the relevant two-month period, further calling into question the

extent of the impact of the delay.

And thinking about our general approach to compensation awards for distress and inconvenience, I consider that the £200 already offered by HTB is enough to reflect the impact of the two-month delay that it caused.

### Communication

I acknowledge that Mr G also feels strongly that HTB's communication was lacking. Other than the way in which HTB dealt with his complaint, I can't see that Mr G has been specific about how HTB's communication was lacking. I've not seen anything persuasive to indicate that HTB's communication was lacking, and it doesn't change my thinking about the level of compensation.

### **My final decision**

My final decision is that Hampshire Trust Bank Plc trading as HTB needs to pay Mr G a total of £200 in compensation. If HTB has already paid some or all of this amount, it can deduct this from what it still needs to pay.

HTB said it would consider Mr G's claims of financial loss upon receipt of further information from him setting out details of his perceived losses. I will leave it to Mr G to decide whether he wants to do that. If he does, I encourage him to include specific details, including amounts. And why he believes those losses flow from the two-month delay, and not other factors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 October 2025.

Ben Brewer  
**Ombudsman**