

## **complaint**

Mrs T complains that HSBC Bank Plc lost her title deeds for which it should compensate her.

## **background**

Mrs T took out a mortgage with HSBC in 2004 at which time her previous lender sent her deeds to HSBC. But HSBC no longer kept paper deeds because the Land Registry held this information electronically. Therefore HSBC sent the paper deeds to Mrs T that year.

In 2014 Mrs T redeemed her mortgage and she asked HSBC to return the paper deeds to her. HSBC said that it had done so already by first class post in 2004. Mrs T said that she'd never received them. She complained that HSBC should have warned her in advance that it was going to send them to her. And it should have sent them by recorded delivery or by courier.

HSBC rejected Mrs T's complaint – it said that it was reasonable to use first class post. And it wasn't normal practice to contact customers in advance when returning paper deeds. HSBC did pay £20 to Mrs T as a goodwill gesture. And it provided her with copies of her title documents held by the Land Registry.

An adjudicator didn't uphold Mrs T's complaint. Mrs T doesn't accept this and she's asked an ombudsman to look into it. Mrs T has said that *after* she took out the mortgage, she saw the paper deeds at her solicitors. And subsequently they must have returned them to HSBC because she didn't see them again. Mrs T has also referred to Land Registry guidance on best practice for moving title deeds.

I asked Mrs T to confirm when she saw the paper deeds at her solicitors. And HSBC to confirm to which address it says it sent the deeds in 2004.

## **my findings**

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

I'm very sorry that I'm going to disappoint Mrs T again because I agree with the adjudicator. I don't think that HSBC did anything wrong. Or that it should have to compensate her.

I've looked carefully at the contact notes and records and I'm satisfied that in 2004 HSBC sent the paper deeds by first class post to Mrs T's correct address. I also note that Mrs T had in fact seen the paper deeds at her solicitors *before* she took out her mortgage with HSBC; not after. And that her solicitors no longer have any paper records.

I fully understand Mrs T's depth of feeling in this matter. And I accept that she has received guidance from the Land Registry about sending title deeds. I can't say though that HSBC has acted unreasonably in Mrs T's case when it sought to rely upon the postal system. Proof of both Mrs T's title and HSBC's interest as lender were held electronically and HSBC didn't need the paper deeds. And I don't think that it did anything wrong in posting them to Mrs T in the way that it did. Nor that it should have written to her beforehand to tell her what it was going to do. And I note that Mrs T's ability to sell her house in future will not be affected if the paper deeds are lost. This is because the Land Registry now deals with everything electronically in any event.

Therefore I don't think that HSBC can be blamed for the paper deeds being mislaid. And I don't think it should have to pay Mrs T any compensation. I note that HSBC has already paid £20 to Mrs T and sent her a copy of the documents held electronically by the Land Registry as a gesture of goodwill.

**my final decision**

Therefore, my final decision is that I don't uphold Mrs T's complaint against HSBC Bank Plc. And I don't think it should have to pay her compensation. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 9 October 2015.

Alan Harris  
**ombudsman**