

## **complaint**

Mr A and Ms B have questioned whether they have a legally-binding mortgage with National Westminster Bank Plc (NatWest).

## **background**

In April 2013 Mr A and Ms B took out a mortgage of £96,000 with NatWest, secured on a buy-to-let property. In November 2013 Mr A and Ms B wrote to NatWest requesting a copy of the agreement signed by both parties to show that a legally-binding contract existed. They also requested a copy of a Deed of Assignment to show who was assigned the debt, and the mortgage indemnity insurance showing NatWest as the sole beneficiary.

Mr A and Ms B said that in the absence of those documents they were “being restrained of their fundamental human right to pay arrears they don’t lawfully owe, unless NatWest could show a *prima facie* case concerning the debt.”

NatWest said it had provided a copy of the loan offer. It was unclear what Mr A and Ms B were complaining about.

Unhappy with NatWest’s response, Mr A and Ms B brought their complaint to us, where it was considered by one of our adjudicators. He didn’t recommend it should be upheld, so it now falls to me to make a final decision on the complaint.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The crux of the complaint is this: Mr A and Ms B believe that there isn’t a binding or legally-enforceable contract between them and NatWest and so the debt should be extinguished. In support of their belief they have provided detailed representations in which they cite various authorities, including the Magna Carta and the Carta de Foresta from the 13<sup>th</sup> century, along with other legal authorities from the Middle Ages, the English Bill of Rights (17<sup>th</sup> century) and the more modern Fraud Act 2006.

I confirm I have read everything Mr A and Ms B have provided, but I’m not required to respond at similar length or to address each and every point they have raised. No discourtesy is intended – this simply reflects the informal nature of the ombudsman service. I am familiar with the arguments put forward by Mr A and Ms B in support of their contention that their debt to NatWest is non-existent.

The mortgage offer makes no mention of a Mortgage Indemnity Guarantee premium having been paid by Mr A and Ms B. Even if there was such a policy (and there is no evidence such a policy exists), it would be between NatWest and the insurer, so there would be no requirement for NatWest to provide a copy to borrowers.

I’ve also seen no evidence to suggest the mortgage is covered by any Special Purpose Vehicle in which the mortgage has been securitised and sold on or assigned to a third party.

I understand NatWest has provided Mr A and Ms B with a copy of the offer of loan.

I do appreciate Mr A and Ms B have strongly-held beliefs about NatWest's entitlement to claim a debt from them. NatWest is equally firm that Mr A and Ms B have an obligation to repay the substantial sum of money they borrowed. If Mr A and Ms B wish to dispute the existence of the mortgage contract or challenge whether any debt is owed by them to NatWest, they will need to do so through the courts.

But what isn't in dispute is that, after NatWest issued a mortgage offer, Mr A and Ms B received the money from NatWest that they'd asked it to lend to them. In the circumstances, it seems to me to be fair and reasonable for NatWest to expect Mr A and Ms B to repay the debt in accordance with the mortgage offer and the legal charge.

**my final decision**

My decision is that I do not uphold this complaint.

Jan O'Leary  
**ombudsman**