

#### complaint

Mr and Mrs B have complained that Barclays Bank Plc lost the title deeds to their property. They are asking Barclays to pay to have the deeds reinstated.

#### our initial conclusions

Our adjudicator noted Barclays had offered £300 compensation to Mr and Mrs B for any trouble and upset they may have been caused. She thought this was fair and reasonable. Mr and Mrs B disagreed. In summary they say that there were unique historical documents with their deeds and Barclays is to blame for losing them.

#### my final decision

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

First, I will clarify what is meant by 'deeds'. To borrowers, this usually means all the old historic pre-registration deeds and documents. To a mortgage lender, on registered land (and before the register was entirely electronic) 'deeds' meant the Charge Certificate and the Mortgage Deed. From the late 1980s onwards mortgage lenders would tell solicitors not to send the pre-registration documents, as they didn't need them as evidence of title to the property. Mr and Mrs B were mortgage customers of Barclays from 1992-1998. So it is entirely possible that Barclays only had ever had the Charge Certificate and Mortgage Deed – which it would have called 'the deeds'.

There is no evidence to persuade me Barclays has lost Mr and Mrs B's pre-registration deeds. I see that Barclays has offered Mr and Mrs B £300 compensation in total for any trouble and upset they have been caused. I think they should give careful consideration to accepting this. As I'm not persuaded Barclays has lost any deeds, if no offer had been made, I would not be making any award of compensation.

**My decision is that I do not uphold this complaint. I simply leave it to Mr and Mrs B to decide if they want to accept Barclays Bank Plc's offer of £300 (total) compensation in full and final settlement of their complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs B either to accept or reject my decision before **30 December 2015**.

Jan O'Leary

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### ombudsman notes

I fully appreciate that the pre-registration deeds are of sentimental value to Mr and Mrs B. But I can't see any basis on which I could fairly order Barclays to compensate Mr and Mrs B for the expense of reconstructing those deeds.

I think there is a general misconception on the part of the general public about what is meant by 'deeds'. Understandably, most people will believe 'deeds' to mean the old handwritten conveyances and deeds of transfer. But in the last 35 years, from the point of view of property lawyers and mortgage lenders, 'deeds' means just the Land Registry Certificate which contains all the information required about the title to the property, and any mortgage deed. I think it's likely that, even if Barclays *had* ever received the pre-registration documents (and there's no evidence it ever had), when Mr and Mrs B remortgaged to their new lender, *that* lender would have told its solicitors that it only needed the Charge Certificate and the Mortgage Deed.

#### what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.