

## **complaint**

Mrs H complains – through her representative – that Santander UK Plc ('Santander') lost the title deeds to her property, which has caused her financial loss.

## **background**

In 2012 Mrs H wished to redeem her mortgage with Santander, as she had agreed further lending from another lender for home improvements. The alternative lending could not initially proceed, because Santander had mislaid part of the deeds which it had received in January 1987 – namely, the conveyance dated December 1986 and a mortgage deed of the same date.

Santander agreed to help reconstruct the missing deeds through its solicitors, who maintained contact with Mrs H's solicitors over the process. The initial request for the deeds took place in April 2012, but the reconstruction of the missing deeds was not completed until October 2012.

In the meantime, Mrs H claims that she has suffered losses totalling £4,275.29 - made up of credit card charges, builder's extra costs, increase in cost of materials and damage to a carpet.

The adjudicator recommended that Santander should pay £150 for distress and inconvenience ('D & I') - which it has agreed - but he did not consider that the claimed additional costs were Santander's responsibility.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I have taken careful note of the further representations made on Mrs H's behalf since the adjudicator's letter.

It is clear that the missing conveyance was not held electronically because the land was not registered at the time it was purchased. Therefore, it was necessary to reconstruct the conveyance, including the actual boundaries to the property.

The process of reconstruction took several months, but I do not think that the whole delay was due to Santander's actions rather than the actual reconstruction process – apart from the initial period of April to July 2012 before it recognised that the deeds were missing and started remedial action.

I have considerable sympathy with Mrs H over the missing deeds and the delay in reconstructing the deeds, but I do not think that the claimed losses can be attributed to Santander - partly because the losses were not foreseeable and partly because the additional costs should not have been incurred until Mrs H had actually obtained the further lending. Santander's solicitors approved the new deeds in August 2012, but the Land Registry did not complete its registration till September 2012.

I assume that Santander has met the costs of both solicitors in reconstructing the deeds. If Mrs H has incurred additional legal costs arising from the process, I think that Santander should meet those – if it has not yet done so.

However, I think that the figure for D & I of £150 is too low. I would substitute the sum of £250 for D & I.

**my final decision**

For these reasons I uphold this complaint in part and Santander UK Plc should pay £250 distress and inconvenience to Mrs H.

Charles Sweet  
**ombudsman**