

complaint

Mr and Mrs G complain that Nationwide Building Society lost their deeds and didn't return them at the end of their mortgage term.

our initial conclusions

Our adjudicator thought Nationwide's offer of £150 compensation reasonable.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs G and Nationwide have provided. Mr and Mrs G are adamant that they gave Nationwide their deeds in 2002, via their local branch. Nationwide says it has no record of ever having received them. It also says that it wouldn't have needed them, and would have returned them had they been given. This is because by then property registration was handled electronically, so there was no need for it to hold the paper deeds.

However, I accept Mr and Mrs G's strong recollection that they did indeed give the deeds to their local branch. It isn't possible to say what happened after that. It may be that Nationwide kept and then lost the deeds. It may be that it returned them and they got lost in the post. It may even be that they were returned and misplaced by Mr and Mrs G. It isn't now possible to say for sure. But it does seem most likely to me that Nationwide either lost them, or that they were lost in transit when returned to Mr and Mrs G.

Mr and Mrs G say that the deeds have historic and sentimental value, and I'm sure that is the case. But there's no evidence that they have any financial value and so I can't say that Mr and Mrs G have suffered any financial loss. As paper deeds are no longer needed, they won't have any problems should they sell their house in the future. Taking all that into account, I'm satisfied that Nationwide's offer of £150 compensation is reasonable. **Because I'm satisfied Nationwide has made a reasonable offer of resolution, my final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs G either to accept or reject my decision before 8 May 2015.

Simon Pugh

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

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.