

complaint

Mr and Mrs H complain that HSBC Bank Plc lost several documents relating to their property. As a result they have experienced some difficulty in resolving a boundary dispute.

our initial conclusions

Our adjudicator considered that HSBC should pay Mr and Mrs H a total of £400 for the trouble and upset caused by losing the documents and in its handling of this complaint. She considered that Mr and Mrs H ought to have been aware that there was a problem in 1996. HSBC accepted the adjudicator's proposal.

Mr and Mrs H responded to say, in summary, that they reasonably thought that HSBC would keep all of their documents safe and it could have returned the documents when it took the charge over the property. The original cost of obtaining the documents was £1,050 and they have incurred a further £1,700 in solicitor's costs to resolve this matter.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs H and HSBC have provided.

It is not in dispute that HSBC lost the documents relating to the property. It originally offered to meet the reasonable costs in reconstituting the documents. I think it should honour this offer – although I understand that due to the passage of time this is not possible for many of the documents. HSBC has agreed to the adjudicator's proposed compensation for any trouble and upset and I consider this is fair.

While I understand Mr and Mrs H's position, the loss of the documents was not the cause of the boundary dispute or the incorrect registration at the Land Registry. So it would not be reasonable for me to say that HSBC should meet the costs they have incurred in dealing with that matter.

My final decision is that HSBC Bank Plc should pay Mr and Mrs H £400 for any trouble and upset and meet any reasonable costs in having the missing documents reconstituted.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs H either to accept or reject my decision before 9 December 2014.

Ken Rose

ombudsman at the Financial Ombudsman Servic

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.