

## **The complaint**

Mr and Mrs H complain that National Westminster Bank Plc didn't provide all documents related to their mortgage when they made a data subject access request.

## **What happened**

Mr and Mrs H had a mortgage with NatWest which they redeemed in 2023.

Mr and Mrs H made a data subject access request and say that the response from NatWest wasn't complete. In particular, they say it didn't provide call recordings and documents from 2003 when they took out the mortgage.

NatWest said it had sent copies of the documents it had and which it was required to provide. It said it didn't have all of the documents requested by Mr and Mrs H, either due to the passage of time or because it had never had them.

Our investigator said he couldn't see that the information provided was incomplete or that NatWest had acted unfairly.

Mr and Mrs H didn't agree. Mr H said the law required NatWest to retain copies of these documents. He said there were questions over the lawfulness of the mortgage and when the mortgage term was due to expire. Mr H said NatWest exploited their vulnerability, and its failure to meet their requests had cost them two years of their mortgage.

## **What I've decided – and why**

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

Mr H commented on various matters of law. We provide an informal dispute resolution service. While I take relevant law, regulation and best practice into account, ultimately only a court can decide whether a contract is legal and enforceable or whether an act is unlawful. What I can do is consider whether NatWest made an error or treated Mr and Mrs H unfairly – and if it did what it should fairly and reasonably do to put matters right.

NatWest says it didn't provide copies of all of the documents that Mr and Mrs H asked for because it didn't have them. These documents date from 2003 – some 20 years ago. Given the amount of time passed, I don't think it's surprising or unreasonable that NatWest can't provide a full set of documents and call recordings from that time.

NatWest also says it didn't ever have copies of some documents. For instance, the conveyancing solicitor dealt with legal matters. It says the solicitor would have had documents such as the title deeds and the charge and would have been responsible for providing the relevant documents to the Land Registry. NatWest says Mr and Mrs H sent the signed mortgage offer to the solicitor and it didn't receive a copy.

I don't think I can fairly and reasonably find that NatWest made an error in not having copies of all documents and call recordings relating to Mr and Mrs H's mortgage. It isn't required to

keep copies of all documents and records indefinitely, and it's explained that it never had some of these documents.

While I appreciate Mr and Mrs H's frustration, I don't think it's fair and reasonable to require NatWest to provide copies of documents and call recordings that it doesn't have.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 8 June 2024.

Ruth Stevenson  
**Ombudsman**