

The complaint

Mrs W complains that National Westminster Bank plc misplaced her safety deposit box and several valuable items have not been returned to her.

What happened

Mrs W had a safety deposit box with NatWest. She says she last accessed the box in April 2019. She made an appointment to access the box again in February 2021. She says that when she arrived at the branch she was kept waiting and the adviser told her:

“We can’t find your box. Your box is not on the system. We don’t have your box.”

Mrs W says she became very concerned at this time. She remembered she had the safe custody receipt document from her previous visit. She showed this to the adviser and after a further delay the box was produced.

Mrs W says she was so worried about what had happened she decided to remove all items from the box and take them home with her. It was only when she arrived home that she checked all of the items. She then realised that several very valuable items, some of which were of sentimental value, were missing.

Mrs W complained to NatWest. It investigated her complaint. It said that when Mrs W had re-deposited her box in April 2019 it had made an administrative error. This meant that, although the box was returned to NatWest’s safe room, the computer system had not been updated. It said that was why it hadn’t been able to find the box on its system. But, it said that when Mrs W provided the deposit receipt, it had been able to locate the box. It confirmed the box had not been unlocked. The box had been kept fully secure and under dual control, in line with its procedures, at all times. It offered to pay Mrs W £100 as a gesture of goodwill.

Mrs W didn’t accept this. She referred her complaint to our service. She told us she’d reported the matter to the police shortly after she’d realised items were missing from the box.

Our investigator looked into her complaint. He said that although there’d been a delay locating the box, that didn’t mean the box or its contents were vulnerable. He thought the problem locating the box had no impact on its physical location or its security. He was persuaded the box had been under dual control at all times and there was no evidence it had been tampered with. Our investigator thought that NatWest’s offer to pay Mrs W £100 was fair and reasonable in all the circumstances.

Mrs W didn’t agree. So, the complaint has been passed to me to decide.

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.

I'd just comment at the outset that Mrs W says she's reported her concerns about this matter to the police. I understand that the police investigation has now concluded and Mrs W has been informed of the outcome. I've not been made aware of any new information that's arisen as a result of the police investigation.

It's not for me or this service to look into those aspects of Mrs W's complaint which she considers needed to be investigated by the police. Our remit is limited to looking at the information provided by both parties and deciding whether NatWest has acted fairly and reasonably. Where tangible items have been lost, we aren't able to carry out our own physical checks to try and determine their location. So, in this decision, I'll only be considering whether NatWest has acted fairly and reasonably in relation to the provision of its safe custody service to Mrs W.

There is no dispute that when Mrs W attended the branch in February 2021 NatWest couldn't initially locate the box. The reason for that, it says, was because there was an administrative error when the box was re-deposited in April 2019.

What happened in April 2019

When an item is re-deposited into safe custody, NatWest requires a new "Safe Custody" form to be completed. It is signed by both the customer and by NatWest. One copy is given to the customer and the other is retained by NatWest. The form includes the customer's account number, an item description and the full barcode number for the box. I've looked at the form completed and signed by Mrs W in April 2019. It included her account number, a description of the item deposited as "a small black box." The barcode ended in ***818.

NatWest says that in April 2019 it failed to update its computer system with the new barcode. But, in every other respect, it says it followed its usual procedures. It's provided evidence to support what it says. I've considered that evidence in light of what Mrs W has told us.

I've looked at the statement for Mrs W's account. In April 2019, after the box was re-deposited, Mrs W was charged a fee of £37.60. That was the pro-rata fee for safe custody for the period. She wasn't charged a fee for having accessed the box. When compared to the fees she was charged in 2017 (when she had previously accessed the box) I can see she was charged both a pro-rata fee and a fee (£10) for accessing the box at that time. There's no evidence that the fee for accessing the box had been withdrawn by NatWest in April 2019 or that it was not chargeable at that time.

Having thought about the fee that was charged in 2019, I think this supports what NatWest has said about an administrative error. I think NatWest failed to update its computer system correctly in April 2019. It didn't link the barcode on the box to Mrs W's account details held on its systems. If it had done that, I'm persuaded, on balance, the £10 fee for accessing the box would also have been debited to her account. It wasn't.

What happened in February 2021

I think the information about what happened in April 2019 helps to explain why NatWest was unable to find details of the box on its systems in 2021.

I've noted the terms and conditions stated the Safe Custody receipt had to be produced each time Mrs W wanted to access the box. So, although NatWest didn't ask her for this initially when she attended in February 2021, I don't think it was unusual for it to have asked for this document when it couldn't find details on its computer system. And, when Mrs W provided it with her copy of the Safe Custody receipt which had the barcode on it, NatWest was able to physically locate the box.

There is a difference between what Mrs W told us and what NatWest told us about the barcode which was on the box. Mrs W says it was not the same as the barcode on the receipt she provided. NatWest says the box was re-barcoded in April 2019.

Having considered the difference in what's been said here, it is the case that the information on the receipt was sufficient to enable NatWest to recover the box. For that reason, I'm persuaded, on balance, that the barcode on the receipt matched the barcode on the box. The problem had arisen because the barcode hadn't been recorded, in April 2019, on NatWest's systems.

The internal investigation

NatWest carried out an internal investigation into what happened. I've looked at the findings from that investigation. It makes clear that the box was locked when it was given to Mrs W and she didn't raise any complaint at the time when she opened the box, or before she left the branch, about missing items.

Mrs W says the lock on the box was such that another key could've been used to open it. I haven't seen any evidence to support what she's said here about the lock. But, Mrs W hasn't suggested the box showed any signs of having been tampered with and she hasn't provided evidence to show that it had been opened by another key.

I've also noted what NatWest told us about its security procedures for items held in safe custody. All such items are held in locked boxes, in a safe room and are kept under dual control – in line with procedures.

The internal investigation concluded that the box had been in a secure location during the whole period since April 2019. It was in a safe room and under dual control at all times. There's no evidence to suggest that this was not the case. And I'm not persuaded that because the barcode for the box was not recorded on NatWest's systems, this meant it wasn't being held in the safe room or that its security was otherwise compromised.

I can see that the terms Mrs W agreed to, and which were on the Safe Custody form she signed in April 2019, stated that she was responsible for the insurance of all property deposited. Mrs W says she didn't take out insurance for the items because she trusted NatWest to keep them safe. So, there's no list of insured items that I can compare against the items Mrs W says are missing from the box.

The terms also stated that NatWest hadn't verified the contents of any locked boxes and could not accept responsibility for any loss or damage. That doesn't mean it hadn't got a responsibility to take reasonable care when providing the safe custody service to Mrs W. But, having considered the procedures which it followed in this case, I'm persuaded, on balance, that despite the administrative error it made in April 2019, NatWest has otherwise followed its own procedures.

Although I know it will disappoint Mrs W, I'm persuaded, on balance, NatWest acted fairly and reasonably when its internal investigation concluded the correct processes had been followed and the box had remained secure at all times.

NatWest has acknowledged there was a delay when Mrs W attended its branch in February 2021 and it's acknowledged she would've been concerned by this delay. It's offered to pay her £100 as a gesture of goodwill. Having considered everything here, I think that's fair and reasonable. I don't require it to have to do anything more to resolve this complaint.

My final decision

For the reasons given above, I uphold this complaint, in part, about National Westminster Bank plc.

National Westminster Bank plc has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that National Westminster Bank plc should pay Mrs W £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 7 June 2022.

Irene Martin
Ombudsman