

## **The complaint**

Mr F complains about the poor service he has received from Jarvis Investment Management Limited (Jarvis). In particular, he says it is responsible for losing share certificates he sent to it.

To put matters right Mr F wants Jarvis to meet the cost of obtaining replacement share certificates.

## **What happened**

In March 2021, Mr F sent a number of documents to Jarvis using Royal Mail's recorded delivery service. Included in the bundle were share certificates for five different companies and transfer forms. I understand that Mr F wanted to move his holdings to a nominee account with Jarvis.

Unfortunately, for whatever reason, when Jarvis checked the items it had received it came to light that share certificates for two of the companies and a transfer form for another of Mr F's holdings were missing.

Jarvis contacted Mr F to request the missing items. Mr F said all the documents were sent in the same envelope. He explained he had sent the bundle using Royal Mail's recorded delivery service. Mr F said he was of the view that as the envelope had been received by Jarvis it was unlikely that only some of the documents had been lost in the post. He said he felt it was more likely that the documents had been misplaced once they had been received by Jarvis.

Jarvis looked into the issue and said its post room recalled receiving a damaged envelope, but they couldn't be sure it was the envelope Mr F had sent. It also said that its postal team hand delivers recorded delivery items to the relevant department, in this case its Certificates department. It said it felt this meant all the documents contained in the envelope would have been passed to its Certificates department.

Mr F wasn't satisfied with Jarvis's response and referred the matter to this service. An investigator considered Mr F's complaint. Having done so he said he didn't think he could uphold the complaint. He said he didn't think there was enough evidence to safely conclude that the documents had reached Jarvis, and then been misplaced.

Mr F didn't accept the investigator's view. He said, he accepted that Jarvis wasn't responsible for any failings by the postal service but he felt it should have told him that the package he had sent by recorded delivery had arrived damaged; if this was what had happened. Mr F also reiterated that he felt it was likely the documents had been misplaced by Jarvis, rather than lost in the post.

I issued my provisional decision on this complaint on 10 February 2022. In it I explained that I had reached a different view to that of our investigator and I set out why.

I noted that Mr F's complaint was somewhat unusual in that Jarvis said it had received some, but not all, of the documents that were sent in the same package. It said its post room staff recalled receiving a damaged envelope but didn't know if it was the package Mr F had sent.

As this was the case it wasn't possible to say with any certainty whether the damaged envelope that Jarvis's post room recalled receiving was the package Mr F had sent by recorded delivery.

I noted that Jarvis had told this service that items sent by recorded delivery were passed by hand to the relevant department. It said it felt sure that any items that were contained in the package when it was received would have been passed directly to its Certificates department and would not have been misplaced. It said it thought the documents must have been lost in the post and it said it couldn't reasonably be held responsible for any failings by the postal service.

I agreed that Jarvis wasn't responsible for any failings by Royal Mail. But I noted that Jarvis is required to treat its customers fairly and act with due skill, care and diligence.

I said I was of the view that if a package that had been sent by recorded delivery was received with significant damage – and presumably the damage to the envelope must have been quite significant if more than half of the documents (by weight) had fallen out – Jarvis should have contacted Mr F to let him know that the package had been damaged in the post and it appeared items had been lost as a result.

As Jarvis said all recorded delivery items are delivered by hand to the relevant team I said I didn't think it would have been particularly onerous for its post room to have flagged with the relevant department that the envelope had been damaged in the post and documents might be missing.

I noted that Jarvis's Certificates department contacted Mr F to request the missing items. But I said I thought that if it appeared to Jarvis that the missing items may have been lost in the post (in view of the damage to the envelope) it would have been fair for it to flag this with Mr F immediately. I said I felt this was particularly important as it would have known on checking the items it had received that it was likely share certificates were missing.

But, having carefully considered this matter, I said I couldn't say for certain whether the documents were lost in the post, or by Jarvis. In view of this I said I didn't think it would be fair to require Jarvis to meet the cost of the replacement share certificates.

However I said I did think Jarvis should have told Mr F that there was a problem, and that important documents might have been lost, as soon as it was aware that the package he had sent by recorded delivery and containing share certificates had been (presumably quite significantly) damaged in the post – if this is what had happened.

Had Jarvis done so I said it would have allayed any concerns Mr F might have that the documents had been misplaced by Jarvis. As the information about a damaged package only came to light after Mr F had flagged with Jarvis that it must have misplaced some of the documents he sent, he, understandably, has some concerns about Jarvis's claim that his documents must have been lost in the post.

In order to put matters right I said my provisional decision was that Jarvis should pay Mr F £150 for the trouble and upset this matter had caused him.

Mr F responded to say he accepted my provisional decision and noted that

*Everyone says it is unclear whether the material was lost by the Post Office or Jarvis. The reason for this is that Jarvis did not have an appropriate process in place to record and keep the information about items delivered to them. Hopefully they do now.*

Jarvis did not accept my provisional decision. In summary it said that it did not think it should have to compensate Mr F for the trouble and upset its poor service had caused him. It said its failure to tell Mr F that the package he had sent had been significantly damaged in the post and that it appeared items were missing hadn't had any '*material impact on the incident itself*' as the documents Mr F had sent would still have been missing.

And it said that, as there was 'no evidence' to support Mr F's view that it had mislaid or misplaced his share certificates, it didn't feel it should be held responsible for any distress or inconvenience this matter had caused Mr F.

It also said it has now changed its processes and notifies customers if it receives post that is significantly damaged

### **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.

Having done so I remain of the view that Mr F's complaint should be upheld. I'll explain why.

Jarvis says it doesn't accept that '*...the failure to disclose the damage to the envelope caused material impact to Mr F to the tune of £150.00*'. And it says there is 'no evidence' to show that it lost Mr F's share certificates.

I remain of the view that if Jarvis had treated Mr F fairly and had acted with due skill, care and diligence it would have promptly notified him if it received a significantly damaged package, he had sent by recorded delivery. As I set out in my provisional decision, the damage must have been significant if over half the documents (by weight) had fallen out.

Because Jarvis didn't take any action when its post room received the damaged package it is not now possible to say with any certainty whether the damaged package Jarvis received was the package Mr F had sent to it.

As a result, through no fault of his own, Mr F has not only suffered the loss of important documents that he will incur costs to replace, but he also has the additional uncertainty of not knowing whether the documents were lost in the post or whether the documents were, in fact, lost by Jarvis.

I think Mr F took reasonable steps to ensure his valuable documents were safely delivered to Jarvis. I remain of the view that Jarvis did not act with adequate care once it received the package Mr F had sent to it. It either failed to notify Mr F promptly that the package he had sent had been damaged and it appeared share certificates had been lost, or it has misplaced some of the share certificates Mr F sent to it. As this is the case, I don't accept Jarvis's view that it isn't responsible for the trouble and upset this matter has caused.

I note that Jarvis has said there is no evidence to show it lost Mr F's documents. As Jarvis will know, this service's jurisdiction is inquisitorial, not adversarial. As this is the case, in our consideration of complaints neither party bears the burden of proof.

As I explained above, based on the evidence available I can't safely say whether Mr F's documents were lost in the post because Jarvis failed to act with due care when it received the damaged envelope it now claims may have been sent by Mr F.

I therefore remain of the view that Jarvis should pay Mr F £150 for the trouble and inconvenience its poor service has caused him.

### **My final decision**

My decision is that I uphold this complaint. In order to put matters right Jarvis Investment Management Limited should pay Mr F £150 for the trouble and inconvenience its poor service has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 31 March 2022.

Suzannah Stuart  
**Ombudsman**