

The complaint

Ms G complains that Barclays Bank UK PLC lost her title deeds.

What happened

Ms G says she used Barclays safe deposit service to deposit her home title deeds with it in 2004. She says she didn't access the service until Barclays wrote to her in 2021 to tell her it was no longer offering the service. Ms G says she opened the wallet in which the deeds were kept but it was damaged, and the deeds were not present. She is concerned about the loss and would like the fee of £3 a month refunded and/or the deeds returned.

Barclays accepts the original wallets disintegrated but says it doesn't have the deeds. It says it can't accept Ms G's record as evidence it has the deeds and says it has searched for them. Barclays accepts poor service and has paid or offered £50 compensation.

Ms G brought her complaint to us, and our investigator didn't uphold it and thought the account terms and conditions made clear Barclays wasn't responsible for any loss. The investigator thought the compensation offer fair and reasonable for that part of the complaint. And thought Barclays acted fairly by providing Ms G with an electronic version of the deeds.

Ms G doesn't accept that view and says she hadn't accessed the deeds or account since opening.

Barclays accepts there has been no account/safe deposit access and believes it sent Ms G what she deposited.

My provisional decision

I issued a provisional decision on this complaint and said as follows.

I looked at the document safe initial opening documents and could see Ms G opened the account in 2004. The document which I accepted was completed by Ms G says that she deposited her house deeds and what is described as "associated letters from Land Registry". I thought on balance it likely that Ms G opened the facility to store what she regarded as important documents and also thought they were the title deeds. I was satisfied Ms G went to the trouble of opening a safe deposit facility at Barclays and that it unlikely that facility was for anything other than title deeds and related documents in light of Ms G's description. I said I have not been told of any other type of documents Ms G wished to keep in such safe circumstances and thought on balance the most likely type of documents customers wish to keep safe is title deeds.

I could also see that Ms G paid the fee each month which I thought she is unlikely to have done unless she thought she was paying for a service she required namely the safe keeping of her title deeds. I said there is no dispute here that Ms G didn't withdraw any items from the facility since opening it in 2004. And it is Barclays position that Ms G must not have deposited the title deeds in the first place despite paying for the service and recording that they were deposited in the summary sheet. I thought on balance that it unlikely that Ms G

recorded such information but somehow forgot to or didn't deposit the title deeds.

I said there is also no dispute that the folders Barclays used to store documents disintegrated. So, on balance I thought it more likely than not that Barclays was responsible for the loss of Ms G's title deeds having been satisfied on balance they were deposited with it. I took into account that the disintegration of the folders may have compromised the security of the deposited documents. And thought that is on balance a far more likely outcome than what Barclays says that Ms G may not have deposited the deeds in the first place.

I appreciated Barclays says it's not responsible in any event, in line with account terms and conditions, for any loss. I said that is something I am obliged to consider but explained we are not a court and so it's not our role to decide on the enforceability of a contract or the fairness of a contract term. We look at a complaint to decide if a party has acted fairly and reasonably and having done so I didn't think Barclays has here.

I was satisfied Ms G paid for a service and through no fault of her own, the wallet disintegrated. I didn't think the loss of the deeds is as significant as it once may have been as paper deeds are now replaced by electronic deeds which Barclays has fairly provided Ms G with. But I thought Ms G had suffered distress and inconvenience and would have been concerned to find out that deeds she trusted Barclays to look after were no longer available.

Overall, my provisional view was that such distress and inconvenience was relatively significant in the context of what took place and that for a time Ms G would have been unaware of the implications of the loss of the deeds. For those reasons I thought Barclays should pay Ms G a further £300 compensation which I thought was fair and reasonable. I said it is not clear if Barclays has paid the £50 it previously offered for the delay.

Barclays has accepted my view and has confirmed it has paid the £50 compensation.

Ms G also accepts my provisional view.

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 have come to the same overall decision that I reached in my provisional view and for the same reasons.

Putting things right

Barclays should pay Ms G further compensation of £300.

My final decision

My final decision is that I uphold this complaint and order Barclays Bank UK PLC to pay Ms G a further £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 24 June 2023.

David Singh
Ombudsman