

The complaint

Mrs G complains Barclays Bank UK Plc lost a 'Barclaysafe wallet' that it had been holding for her.

Mrs G brings this complaint with the help of her daughter who is also her attorney under a Power of Attorney (POA).

Mrs G doesn't think Barclays has compensated her for the value of the items inside the wallet or for the distress and inconvenience caused.

What happened

Mrs G had been using the bank's Barclaysafe service for several decades. This is a service available to account holders, allowing them to deposit paper documents inside a wallet. The wallet is stored by the bank in return for a fee.

In July 2022, Mrs G's daughter was registering the POA when Barclays told her that it was discontinuing with the service. It said there were two options. Either the wallet could be sent to a home address or to a branch. Mrs G's daughter opted for delivery to a branch.

Mrs G's daughter became concerned when the wallet hadn't arrived. The bank investigated and found that the carrier it had used to send the wallet hadn't delivered it to the branch (due to it being closed on the day in question). Instead, the wallet had been delivered to a neighbouring business and signed for by one of its employees.

The manager of the business didn't know what had happened to the wallet and the person who signed for it couldn't remember what they had done with it.

Mrs G's daughter raised a complaint – she was very upset. She told Barclays that she thought there may potentially be a signed print by a famous artist in the wallet as it couldn't be located anywhere else.

Barclays upheld the complaint and offered to pay £300 for the distress and inconvenience caused but it didn't offer anymore, because it said that it couldn't be certain what was in the wallet. Mrs G didn't think the offer of compensation went far enough and referred her complaint to us. She said Barclays had caused a loss of many thousands.

One of our investigators took a look into what had happened. But he didn't think Barclays needed to do anymore. He found it was difficult to establish any further liability given there wasn't anything persuasive to support what was in the wallet.

Mrs G (via her daughter) asked that the complaint be passed to an ombudsman for a review.

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.

There's been a good deal of discussion during the investigation about the terms and conditions of the Barclaysafe service. I can certainly see why this issue was explored, but I don't think it has any real impact upon the central issues. As Barclays accepts the wallet was lost as a result of the actions of its agents. The relevant question is what it's liable for and this has to come back to what was in the wallet.

If Mrs G was to submit a claim on an insurance policy or take her claim to court, she'd be expected to provide supporting evidence of what was in the wallet to demonstrate her loss. Her daughter believes there may have been a signed art print by a famous artist because her mother met the artist. She also remembers seeing the piece as a child. But in my view, this isn't enough to say the artwork was in the wallet.

Perhaps if there was some documentary evidence, such as, photographs, evidence of authentication or insurance issued in the past, that may point to Mrs G having owned the signed print. And it might be a starting point but even that wouldn't be proof it was put in the wallet for safe keeping.

I appreciate due to Mrs G's age and health she can't give us any information. But her daughter has referenced the piece and remembers seeing it as a child. Given this, and the potential value of such a thing, I would have also expected to see a lot more certainty if it was in the wallet, not least because of any family conversations about it over the passing years. However, Mrs G's daughter can't be sure – she told Barclays that it may have been in the wallet because it couldn't be located anywhere else.

Thinking about the lack of evidence and particularly any persuasive evidence, I won't be asking Barclays to compensate Mrs G for the item she and her daughter believe has been lost. For the reasons I've given, there isn't any sound basis for such an award.

I accept there's likely to have been some documents in the wallet given the purpose of the service and the fact that it was being used. But as I've alluded to, I can't attach a value to items without any detail and supporting evidence.

I appreciate the emotional distress on the family. But our service doesn't make awards to third parties, for example, attorneys and family members. We can only make an award to the customer. The loss of the wallet will have undoubtedly caused Mrs G some distress and inconvenience. But thinking about all of this, I think the bank's apology and offer to pay £300 is fair and reasonable in all the circumstances.

Finally, I've noted the request to refund all of the fees paid over the years for the safe keeping service. However, I don't consider it's equitable to require the bank to refund them. Those fees were paid for a service, which Mrs G received (albeit up to the point the wallet left the bank's property).

My final decision

Barclays Bank UK Plc has already made an offer to pay £300 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Barclays Bank UK Plc should pay Mrs G £300 (unless it has already done so). I make no other award or direction.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 6 September 2023.

Sarita Taylor
Ombudsman