

The complaint

Mrs D complains that she never received the proceeds of six savings certificates that National Savings and Investments ('NS&I') says it paid in 2013.

Mrs D's representative has dealt with this complaint and I am grateful for his assistance. But as this complaint concerns Mrs D's accounts, I will refer to her throughout to keep things simpler.

What happened

Between October 1981–October 1982, six savings certificates were issued and registered in Mrs D's name.

In October 2023, Mrs D contacted NS&I to cash-in her savings certificates, but it said it held no trace of any savings in her name. She provided a copy of her holder's card showing savings certificate details and quoted information about the certificate numbers, as well as dates of purchase. NS&I carried out further searches and located a letter from Mrs D dating back to August 2013 requesting encashment of her savings certificates.

NS&I said it couldn't provide exact dates as it kept customer records for only six years, but it had repaid Mrs D's savings certificates in 2013 following her request. NS&I also acknowledged it had made an error at one point when it mistakenly told Mrs D that her certificates were repaid prior to 1986. NS&I apologised for the inconvenience this caused and issued a £75 compensation payment to Mrs D.

Unhappy with this response, Mrs D brought her complaint to this service.

Our investigator looked into what had happened to Mrs D's money. Our investigator didn't feel it was reasonable to expect NS&I to be able to provide any further information in these circumstances, given that it was only expected to keep records for six years. And on a balance of probabilities, she felt NS&I had shown that Mrs D had cashed the savings certificates in 2013.

Mrs D disagreed with our investigator's view. In brief summary, she feels that NS&I can't prove what it says whilst, in support of her complaint, given that NS&I has records of her certificates *'...In none of those listings is there any indication that the certificates were ever cancelled, or that they had been redeemed.'*

As the complaint hasn't been resolved, it has come to me for a final decision.

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 thought about everything I've seen and been told, I've independently reached the same overall conclusions as our investigator. I'll explain why I say this.

We provide an informal complaint handling service. My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence provided by both sides. In doing so, I may not address every single point or question raised by Mrs D and NS&I. But if I haven't done that, it doesn't mean I haven't considered the evidence and what's been said here – it just means I haven't needed to specifically refer to it in order to reach a decision in this case.

NS&I has provided me with a copy of the letter Mrs D wrote to NS&I in August 2013 in which she says: *'Having advised you that the certificates had been lost you kindly sent a lettergiving the details of the Index linked savings I hold. I think the time has now come to cash in all of these savings and I enclose a completed application form as you have requested.'*

Mrs D says that when she asked for the account to be redeemed in 2013: *'...NS&I refused on the grounds they had no record of it which they considered meant it must have been repaid.'*

I have no reason at all to doubt that Mrs D is certain about what she's told us, which is supported by her representative's recollections also. And there's a lack of information about actual payment being made to her. But these aren't good enough reasons for me to uphold this complaint.

Where there's conflicting information about what happened, as here, and gaps in what we know, my role is to weigh the evidence we do have impartially.

I must decide, on balance, what's more likely than not to have happened.

It's agreed that Mrs D asked NS&I to send her the savings she had accrued in 2013 – and it seems she completed the required form to enable this to happen. I've taken into account that Mrs D disputes that she received the proceeds. But I have to make allowance for the fact that it isn't reasonable to expect Mrs D to be able to recall accurately whether she received this money more than ten years ago.

Although NS&I can't produce any record showing when it paid her money, I wouldn't reasonably expect NS&I to hold on to old records indefinitely. Data protection requirements mean that, generally speaking, businesses are required to set reasonable retention periods for the information they hold. NS&I has explained it has set six years here.

The fact that NS&I still had some details recorded but isn't able to produce information showing a payment out to Mrs D in 2013 isn't enough for me to uphold Mrs D's complaint.

I can understand Mrs D's frustration that there's a lack of information about what happened. But I can't fairly say that NS&I has done anything wrong, or acted unfairly or unreasonably, by acting in line with relevant legislation and its own policies to keep safe customers' private information.

NS&I has been able to tell us that Mrs D's savings certificates were converted into a single account (it has a record of the number). I think that is persuasive evidence that tends to suggest that her old savings certificates were updated when she made contact in 2013 – most likely with a view to paying out the proceeds as she'd asked. And the fact that there is no further record of NS&I holding her money after that date suggests to me that the balance of the evidence indicates that it's more likely that payment was made in 2013 following her request.

I've taken into account that NS&I made an error when it initially told Mrs D that the money was paid out to her sometime before 1986. I think that was an understandable error as it reflected the information NS&I had access to at the time and there was a lack of any evidence to suggest otherwise. When further information came to light showing what happened in 2013, NS&I revised its position and corrected the information it told Mrs D, as I would expect it to do. I think the £75 paid by way of compensation to Mrs D for this was fair and reasonable. But it doesn't affect the outcome of her complaint overall.

I appreciate Mrs D thinks that she has supplied information which she believes shows that NS&I could still hold her money. She feels it should repay her with interest when it hasn't proved beyond reasonable doubt it has paid out the money previously. But in deciding what's fair and reasonable here, I base my decision on the balance of probabilities rather than the legal standard of 'beyond reasonable doubt'.

Ultimately neither party has any substantive information to show the ongoing existence of an account holding the funds from the relevant certificates. This is understandable given the passing of time – but the information I've referred to elsewhere in this decision persuades me that it's more likely than not that the funds were paid out in 2013.

Based on all the information I've seen and been told, I am satisfied that the balance of the evidence overall doesn't support me upholding her complaint. So it wouldn't be fair for me to require NS&I to pay the money she said was in the account.

I appreciate that my decision will be disappointing for Mrs D but I hope that setting things out as I've done helps to explain how I've reached my conclusions.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 5 July 2024.

Susan Webb
Ombudsman