

complaint

Mr A and Mrs B complain that when National Westminster Bank Plc (NatWest) released their safety deposit box to a third party in error, items were taken.

background

NatWest accepts that in 2002 it released the box to a third party with the same name as Mr A. At the time it asked Mr A and Mrs B to provide a list of what had been taken. They responded over a year later to say that they had been working abroad and would shortly provide a list with professional valuations. NatWest has no record of receiving any correspondence until 2012 but Mr A and Mrs B have provided a copy of a letter they say that they sent in 2006 in which they said that the contents of the box were private and that they had not wanted to involve police. They then said it would be *“unfair, unjust and pointless to produce a list”* of their sentimental items. They added that the value of the items was £2,150 and that there was cash of £3,000 making a total of £5,150 and that their letter was a formal complaint. Correspondence resumed in 2012 and, having investigated the matter, NatWest sent a final response to Mr A and Mrs B in 2013. It said that given the passage of time Mr A and Mrs B were not in a position to bring a claim but enclosed £100 as a gesture of goodwill for the delays.

The adjudicator did not recommend that the complaint should be upheld. He said that:

- Although Mr A and Mrs B had provided a valuation of items in April 2014 they had not provided any evidence to suggest that they had owned any of these items.
- Without such evidence he could not reasonably say that NatWest should compensate them for this loss.
- He considered the amount paid for distress and inconvenience was reasonable given that Mr A and Mrs B had not actively pursued their complaint.

Mr A and Mrs B did not agree. They said that they did not consider £100 was a reasonable offer given that they had paid £120 for a valuation.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

There are time limits within which a complaint should be referred to this service for it to be considered within jurisdiction. Here the event complained about happened in 2002. The final response from NatWest is unclear about whether it is prepared to consider a claim as it does comment on the merits of the complaint and provides referral rights to this service. It has not objected to this service investigating the complaint and has commented for example on some of the evidence that has been provided to this service. I conclude that although it has reservations about the time that has past it has not objected to this service considering the complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

It is not in dispute that an error was made by NatWest in 2002. It is not entirely clear to me why Mr A and Mrs B have not been prepared to provide any detailed information about their financial loss until 2014. The valuation they have now provided says that it is based on "*an unsighted opinion based on your evaluated description and item from our stock*". NatWest has pointed out that this is also based on today's prices and not those at the time of loss.

Mr A and Mrs B have not provided anything to confirm that they owned any of these items be it an insurance certificate, photograph or some other evidence. This makes it very difficult for me to evaluate their loss.

I appreciate that it might have been difficult to provide much more information in 2002 but I note that they said that 35 to 40 percent of the jewellery had been "*swapped*" in their box when it was returned. Evidence of the ownership and value of the remaining 60% might have then allowed them to make a strong case about the value of what they had lost. It is also not clear to me why, on their account, they did not seem to mention the loss of cash until 2006. Had they mentioned this earlier and been prepared to allow the police to investigate, as for example an insurance company would reasonably expect to happen following a burglary, I consider their evidence of loss would have been made stronger and that it may even have been possible to recover items with had sentimental value to them.

I know I am going to disappoint Mr A and Mrs B when I say that I am unable, on the basis of the evidence before me, to substantiate the extent of their financial loss. I consider that they have been given sufficient time and opportunity to provide information. I am also unable to say fairly that their distress and inconvenience in this matter should be compensated with more than £100. I take into account the time that has elapsed and that as a result this matter has not seemed to be a significant priority for them to resolve.

my final decision

In light of the above, my decision is that I am unable to uphold this complaint in the sense that National Westminster Bank Plc need take no more action than it has already agreed to do and which was to pay Mr A and Mrs B £100. I understand a cheque was sent to them in August 2013 but if this has not been cashed or has been lost then it should send Mr A and Mrs B a replacement.

Michael Crewe
ombudsman