

## **The complaint**

Mrs T complains that items were stolen from the safety deposit box she held with National Westminster Bank Plc and that NatWest's staff didn't provide the service they should have when she identified this.

Mrs T is represented by Mr T but for ease of reference I have referred to Mrs T throughout this decision.

## **What happened**

Mrs T opened a safety deposit box with NatWest in 2004. In 2009, she added further items for safe keeping. In 2022, following notification from NatWest that it was closing its safety deposit box service, she went to collect her items. She says that when she was given the box it was lighter than she expected and there were scratches around the keyhole. When she opened the box, she says the majority of her items were missing. Mrs T told the NatWest staff who she says were unsympathetic and when she said to contact the police, she was told there would be an internal investigation first. However, when she did contact the police she was told that the protocol should have been for the bank to keep hold of the box and call the police to take in the evidence.

NatWest issued a final response letter dated 13 March 2023. It noted at that time that Mrs T was obtaining valuations for the items that were in the safety deposit box at collection and the missing items. It said once these had been provided this part of the case would be re-opened and compensation provided for the missing items. However, since this complaint has been raised NatWest has reviewed the complaint, said it shouldn't have been upheld in respect to the missing items and that the costs of these wouldn't be covered.

In regard to the service provided when Mrs T collected her safety deposit box, it apologised for this and said feedback had been provided. It also accepted that the correct process wasn't followed when Mrs T asked to involve the police. Because of this it paid Mrs T a total of £400 (£200 for the poor service and £200 for the incorrect process being followed).

Mrs T referred her complaint to this service. She wants to be refunded for the missing items.

Our investigator wasn't persuaded that NatWest was responsible for any missing items from the safety deposit box. So, she didn't instruct the bank to cover the current value of the box's contents or any other compensation. She thought that NatWest's offer of compensation for the level of service provided to Mrs T was fair and reasonable.

Mrs T didn't accept our investigator's view. She said the safety deposit box was compromised while under the care of NatWest and that there were clear signs it had been tampered with. She reiterated that NatWest didn't follow the correct procedure when alerted to the issue and that this meant the evidence was compromised and so the police couldn't pursue this further. She said NatWest had acknowledged its failings and asked for a valuation for the missing items for which it would provide compensation. This was provided but NatWest wasn't then forthcoming so the complaint was referred to this service after which NatWest said it wasn't upholding this part of the complaint. Mrs T said she had

suffered a significant financial loss through no fault of her own.

### **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.

I am sorry to hear of the experience Mrs T had when she went to collect items from her safety deposit box. I do not underestimate how upsetting it must have been when she found that items she had expected to be in the box were missing. For me to uphold this complaint I would need to be satisfied that NatWest had done something wrong or treated Mrs T unfairly and then not done enough in response to this. Where the evidence is incomplete, contradictory or misleading I have made my decision based on the balance of probabilities. That is, what I consider most likely to have happened given the evidence provided and the wider circumstances.

There are two parts to this complaint. The first relates to the missing items. The second is about the actions taken and service provided by NatWest when Mrs T alerted it to the missing items.

#### *The missing items*

Mrs T was provided with a safety deposit box (a locked small blue box) in 2004. She accessed this in 2009 and then didn't access it again until 2022 when she says items were missing. NatWest has said that its terms and conditions include the term that '*The Bank has not verified the contents of any locked boxes or sealed packages deposited; and can accept no responsibility or liability for any loss or damage of these items.*' While I note this, NatWest had a duty of care to Mrs T while looking after her safety deposit box and so I have considered whether there is enough evidence to say that NatWest did anything wrong while responsible for Mrs T's safety deposit box.

Looking at the evidence provided there is only one record of the box being accessed between 2004 when Mrs T was first provided with the box and 2022 when this issue was identified. This happened in 2009 and Mrs T has confirmed she accessed the box at that time, and I have nothing to suggest that the correct procedures weren't followed. When the box was provided to Mrs T in 2022 it was locked. Mrs T has provided photographs of the box and there are some marks around the keyhole, but I do not find this is enough to be able to say that the box had been accessed.

Mrs T provided copies to NatWest of photographs and other evidence to show the items that were in the safety deposit box at collection as well as the missing items. While I cannot say for certain what has happened in this case, had the box been accessed illegally it could be considered unusual that only certain items were removed (however I accept that there could be explanations for this). We have asked NatWest if there have been any other incidences of items missing from safety deposit boxes in the same facility and it has confirmed there haven't.

Taking all of the points above into account, on balance, I do not find I have enough evidence to say that NatWest is responsible for the missing items.

#### *Service provided by NatWest when Mrs T alerted it to the missing items*

When Mrs T was presented with the safety deposit box, she says she knew something was wrong. She says the box was lighter than expected and when she opened it she found there were items missing. At this point she alerted the NatWest staff to the situation and says they

were unsympathetic. I do not find that this is the response we would expect Mrs T to receive given she would have been clearly upset by the situation she found herself in.

Additional to the lack of sympathy, NatWest didn't follow the procedures it should have done when Mrs T said to contact the police. NatWest staff have said that they said an internal investigation would take place and that Mrs T could contact the police. Mrs T said that the NatWest staff refused to call the police as the matter would be investigated internally. There are slightly different accounts of what was said at the time, but NatWest acknowledged that it didn't follow its procedures as it should have contacted the police at the time of the incident if this is what Mrs T wanted.

I understand Mrs T's comment that by returning home with the safety deposit box the evidence was compromised. But I cannot say how the outcome in regard to the missing items would have changed had the correct procedures been followed. Therefore, I have considered the amount of compensation paid in regard to the poor service that was provided both in regard to the treatment of Mrs T and also the information given about contacting the police and the upset this has caused. Based on this I find the compensation of £400 that has been paid is reasonable.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 11 January 2024.

Jane Archer  
**Ombudsman**