

## **The complaint**

Mrs K is represented by her son, Mr T. She complains that National Westminster Bank Plc released a jointly held safe deposit box to her daughter without her consent.

## **What happened**

Mrs K and her daughter arranged to have a safe deposit box with NatWest in 2008. In February 2023 Mrs K's daughter went to the bank to request that the safe deposit box be released to her. The box was in joint names and NatWest's terms and conditions said that the box could be released to either party unless the bank had been given specific instructions to the contrary. There were no such instructions in this case but the bank manager nevertheless decided to carry out due diligence and to speak to Mrs K. Her daughter explained that she had no objection to that but that she and Mrs K were not on speaking terms.

I understand that Mrs K does not speak English but the bank manager spoke her language and spoke with her. She told him that the contents of the box belonged to her daughter. The manager asked if he could release the contents of the box to her daughter but Mrs K said that she wanted to speak to her son first. The manager called back and spoke to Mr T who said that Mrs K was not available and he could not give a date or time when she would be. I believe there was a later call when Mr T advised that Mrs K wished to be present when her daughter opened the box. The manager called his area manager and it was decided that the contents of the box could be released to Mrs K's daughter, and this was arranged.

Sometime later Mrs K and Mr T visited the branch and asked for the contents of the box to be released to them. Mr T said that Mrs K had been confused and that some of the contents of the box belonged to her. The manager explained that the contents had been released to the daughter.

Mrs K complained to NatWest. She said that there was now a dispute over the items in the box which was causing difficulties over inheritance. NatWest said, in its final response letter, that a bank decision had been taken to release the contents of the box to her daughter, as Mrs K had confirmed on a number of occasions that the contents belonged to her daughter.

On referral to the Financial Ombudsman Service, our Investigator said that she was satisfied that NatWest had released the box to one of the account holders in line with the terms and conditions. It took identification to verify it was releasing the box to one of the account holders and she was satisfied it'd acted reasonably.

Mrs K did not agree, and the matter has been passed to me for further consideration.

## **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.

First of all, as this is a complaint concerning a jointly held safe deposit box, we would

normally expect both parties to agree to the complaint being made. However as those parties are in dispute I've decided to consider the complaint without asking Mrs K's daughter to join in.

The terms and conditions of the account say that *“the items can be released to the order of any one of the parties to the account,... unless the Bank has been given specific instructions to the contrary.”* I can't see that any such instructions had been given to Nat West prior to Mrs K's daughter asking for the box to be released to her. So the branch manager could have released the box straight away. Nevertheless he decided to speak to Mrs K. His testimony is that Mrs K confirmed several times that the contents of the box belonged to her daughter. The manager formed the opinion that the daughter was genuine and that they both, as joint holders of the box agreed that the contents of the box belonged to her. He did attempt to get Mrs K's consent to releasing the box to her daughter but formed the opinion that it was Mr T, rather than Mrs K, who was objecting to giving that consent.

This was not a straightforward case of the bank being notified of a dispute between the parties and releasing the box to one party despite that. From my review of the evidence, I think the manager had to make a judgement as to whether to release the box to Mrs K's daughter. And in making that judgement, he decided that, having had a “good conversation” with Mrs K, both she and her daughter agreed that the contents of the box belonged to her daughter. Based on that, he sought the authority of his area manager to release the box and did so.

I appreciate that Mrs K did not give her consent to the box being released to her daughter. But I am satisfied that NatWest acted within the terms and conditions of the account and on the manager's judgement that the contents of the box belonged to Mrs K's daughter. Whilst I understand that Mr T tells us that's disputed, I think it was reasonable of the manager to act on what he was told at the time.

I understand that Mrs K is upset. But I think that the branch manager was entitled, in a difficult case, to use his judgement as to whether or not to release the box, which he was permitted by the terms to do.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 10 January 2024.

Ray Lawley  
**Ombudsman**