

## **The complaint**

Mrs G complains that National Westminster Bank Plc have tampered with the contents of her safe custody envelope and they told her wrong information.

## **What happened**

NatWest wrote to Mrs G to inform her they were closing their safe custody service and they needed to return her envelope to her. She says that when she received it, it had been opened and tampered with, as there were bearer bonds missing, but in addition to this, there was an item in there which didn't belong to her, which had been stamped and dated after any access to the envelope. Mrs G had a call with NatWest, who told her incorrect information about how long the envelope had been stored. Mrs G made a complaint to NatWest.

NatWest did not uphold the complaint, but they credited her account with £30 as a gesture of goodwill. They said they had spoken to their safe custody team who confirmed all of the safe custody items were held under strict control, with dual access required for withdrawal and there was no opportunity for items to be tampered with while they were within the branch or the mail room. They said they could assure Mrs G that no staff within the branch would know what was in the envelope as they had a strict policy on this. They said having investigated this further, the only information they hold is a transaction history list of the item, and they asked her to contact the branch she received the item from if she required a copy of the transaction history. Mrs G brought her complaint to our service.

Our investigator did not uphold Mrs G's complaint. He said in 2008, NatWest moved to electronic records and this shows there was no access between 2008-2022, apart from the envelope being sent to Mrs G. He said when the envelope was sent to her, it was sealed with a bar code sticker, but he couldn't hold NatWest responsible for anything which occurred after it left NatWest. He said NatWest have been unable to explain how the item dated 1998 appeared in the envelope as NatWest have confirmed that any access to the envelope would be under a strict dual control process, but due to the passage of time since then, there is no conclusive evidence to show how this item got there. Mrs G asked for an ombudsman to review her complaint.

## **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've had a look in detail at the handwritten ledger which NatWest used prior to them using electronic records. While some of the handwriting is illegible, I can make out certain things on this document. This may be of use to Mrs G regarding the bearer bonds she believes are missing, so if Mrs G to see a copy of the handwritten ledgers, then she can ask our investigator for this information.

The handwritten ledger shows three entries. The first entry is dated 9 July 1973. This is when NatWest's records show the All of this writing for this entry has a line through the text

(which I'll move onto later). While some of the writing is illegible to me, it does appear that it shows a type of equity with a reference number which appears to say "*for g.teed* (presumably guaranteed) *sum of £1607. dated 29.5.73 maturity date 29.05.11*". The entry also shows "*for g.teed sum of £1513 dated 22.5.73. maturity date 22.5.2009*". There is another policy which may be a whole of life policy also mentioned in that entry. So it's not clear whether some of these entries relate to the bearer bonds that Mrs G believes are missing.

There are two entries dated 26 September 1980. The first is a mortgage protection policy. The second is for what may be copies relating to the transfer of property and lists an address. These entries do not have a line through the entry. And there is nothing that could resemble bearer bonds being deposited on this date.

The ledger also shows a section called discharge and date. So this is when items held in the safe custody would have been discharged, or in other words withdrawn from the safe custody. For the items listed in the 9 July 1973 entry, there are entries listed in the discharge section. The first is dated 15 November 1976. Unfortunately I can't make out the writing before the date. The second entry appears to say "*22/1/80 out redemption*", which would appear one of the aforementioned policies had been redeemed as there is an entry on the line below saying "*A/c er* (possibly meaning account transfer) *£284.30 26.2.80*". The other entry appears to say "*to accounts 15.11.76*". The ledger shows initials for what appears to be checking initials and checker initials, so it does appear that two members of staff would initial the ledger when the safe custody had been accessed.

I'm persuaded that there is a line through the entry of 9 July 1973 as the items which were held appear to have been discharged/withdrawn from the safe custody envelope. While policies may have had a maturity date up to 2011 in one instance, this does not mean the policy was kept in the safe custody envelope for this timeframe. The evidence suggests this was discharged. In addition to the line crossing out the 9 July 1973 entry, I can see faint text which appears to show the initials of Mrs G's ex-husband. So here, as he had access to the safe custody envelope, it would appear that he withdrew the items entered on 9 July 1973 on 15 November 1976 and 22 January 1980. The items deposited on 26 September 1980 do not have a discharge date.

There doesn't appear to be any other records until 2008. The electronic records show a transaction type of "*deposit*" dated 26 November 2008 at 15:27pm. But at this time, NatWest didn't record the contents anymore of the safe custody envelope. It's possible this could relate to the deposit of the extra item Mrs G found in the envelope. Although this isn't addressed to her or her ex-husband, I note it contains the same surname as her and I can't rule out her ex-husband depositing this on behalf of a relative. But I'm also aware that this just may be the date that NatWest transferred from handwritten records to electronic records as the branch have said this was done in 2008.

While I can't give a definitive answer to Mrs G how the extra item was in her safe custody envelope. I can't prove her envelope had been tampered with. There is clear evidence of items being withdrawn in 1976 and 1980. It's possible the extra item was deposited in 2008 based on the electronic record showing deposit, but I can't prove this either way.

Although Mrs G says that the envelope wasn't sealed properly, NatWest confirmed it had been sealed with a bar code sticker. My understanding (based on the letters they sent customers regarding the return of the safe custody contents), is that NatWest sent the envelope by special delivery, so I would find it unlikely that the delivery service would accept an unsealed (or loosely sealed) envelope. If this became unsealed in transit, I would be unable to hold NatWest responsible for this as this would be out of their control.

Mrs G was given incorrect information from NatWest regarding staff not knowing the contents of the envelope. But I'm persuaded this was an honest mistake based on the contents not being noted on the electronic record and it was so long ago that the items were listed on a handwritten ledger (over 40 years ago in Mrs G's case), that the call handlers were probably unaware of this – and wouldn't have access to the handwritten ledger. But I do think this may have led to some of the mistrust Mrs G has with NatWest as she knew she was told items of the envelope by the branch staff. So she knew the information from the call handler was incorrect. So I do think compensation would be due for the distress the information had on her. But I'm satisfied the £30 compensation they paid her would be proportionate here, as this is in line with our guidelines for what she was told here. As NatWest have said they have already credited this to her account, it follows that I don't require them to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 4 September 2023.

Gregory Sloanes  
**Ombudsman**