

The complaint

Mr S complains that Barclays Bank UK PLC have been charging him twice to hold items in a safety box with them.

What happened

Mr S says that in the 1980's he deposited an important cassette tape with Barclays Barclaysafe facility, which he was initially charged £1 a month, then £1.50 a month and then £3 a month. Mr S says Barclays wrote to him in December 2021 to inform him they would be stopping the safety storage facility and he had to collect the item. Mr S asked for the contents to be posted to him, and he took this to a Barclays branch to open the safety wallet in the presence of their staff. But there was no cassette in the wallet. He said Barclays added a life insurance policy to the safety deposit, and they have been charging him for this, despite him not asking for this to be stored and the policy being long since expired. He said he had no reason for this to be stored as he had a personal copy sent to his home. Mr S made a complaint to Barclays.

Barclays did not uphold Mr S' complaint, but they offered him £360 compensation as a goodwill gesture to cover the £3 a month charge he had been paying for the safety deposit facility. They said due to the time that had lapsed they were unable to complete a thorough investigation into what items he asked them to store as they don't hold sufficient records going back over 40 years. They said their records only indicated that they held the insurance documents and it was not possible to investigate what took place on his branch visit and the process that followed at that time to store his items. Mr S brought his complaint to our service. He said although he is not claiming for the lost cassette as he didn't have any paperwork to substantiate it was deposited with Barclays, he wanted to be refunded for the storage of the insurance document which he believed he was paying for the storage of his cassette instead. Based on the date of the insurance document, he wanted the refund going back to January 1997.

Our investigator thought the £360 offer from Barclays was fair. She said the evidence indicated that items were discharged from storage in 1978 and 1980, which potentially could have been the cassette Mr S remembers. This left no further items held with Barclays, hence, no charges for any type of storage on his account around 1980. She said it's possible he later deposited a document using the Barclaysafe Standard service in 1998, hence the charges on his statement appearing at this time. Internal policies at Barclays reflect that a cassette would not be permitted to be stored via this service.

Mr S asked for an ombudsman to review his complaint. He made a number of points. In summary, he asked if he knew the insurance policy was being held in Barclaysafe's standard service, why did he not cancel this when he cancelled the loan, there was no evidence he had authorised the storage of the document, as there was with the previous items deposited, there were two account numbers showing on the wallet, and he sent us an image of the Barclaysafe standard application form, but this was not signed by anyone.

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.

Firstly, I'm aware that I've only summarised Mr S' complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

Some of the events here occurred at least 40 years ago and potentially up to 45 years ago. Even some of the more recent events were around 25 years ago. So due to the time that's passed, I need to make Mr S aware of the reality that nobody may be able to answer some of the questions he has. I'm not persuaded that this automatically means that Barclays have done something wrong, it's just that so long has passed that they are not required to hold data for decades after the event, and therefore that is why they may be unable to answer certain queries.

Both parties have different opinions about what has happened here. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

I've considered what Mr S has said about the cassette tape being deposited in the 1980's. Barclays have been able to locate through a branch handwritten ledger that there were two deposits – one in 1978 and one in 1980 which were deposited with someone with the same initial as Mr S and the same surname that he has. This is not to say that he deposited both items – or either item, but there is a possibility that he did deposit his cassette tape in either one of these entries. I've had a look at the handwritten ledger. The entry in 1978 just says what appears to be "*brown bag*". But the item appears to have been discharged, or in other words, left the storage facility on 31 July 1978. This is marked in a different coloured pen to the original entry and there is red pen over the information which appears to be a staff signature. I say this as it's unlikely a customer would have access to the handwritten ledger which would also display other customers items on this page.

The item deposited in 1980 was deposited on 7 May 1980. It shows "*1 locked wooden box*" was deposited. But again, just like the item deposited in 1978, this shows the item was discharged on either 13 June 1980 or 23 June 1980 (I'm unable to decipher if the first digit is a one or a two), but the item again has red pen marking through it with what appears to be a staff signature (and a different signature to the 1978 discharged item). So if either of these items were deposited by Mr S, I'm satisfied that these left Barclays storage facility within months of being deposited and therefore this couldn't be the same deposit as the insurance papers.

Barclaysafe standard was introduced in 1998. Barclays have told us that fees were originally £3.00 per quarter. The fees changed to £1.50 per month in December 2003 then £3.00 per month in May 2009. They continued at £3.00 per month until it was withdrawn. They said this service was usually used by customers to store important documents that they only needed occasional access to, such as property deeds, policies or legal documents. Documents were sealed in a special plastic wallet which could only be opened by the customer. The wallets were just bigger than A4 size and could hold approximately 200 sheets of paper.

These wallets were metal detected on receipt at store and Barclays have said a cassette would be rejected and returned to the branch. Barclays have told us that the safe keeping services were offered on a sealed item basis, and Barclays were not party to the contents. They said that Barclaysafe wallets were plastic one use only and once they were opened by a customer they couldn't be reused. So on this basis, I'm not persuaded that Mr S deposited his cassette in the Barclaysafe standard service.

Barclays records show that they received Mr S' wallet at their Barclaysafe storage centre and it remained in storage until returned to Mr S in early 2023. So as this appears to have been retained by the storage centre and not a branch, this would be why this would not be included in a handwritten ledger (as the contents were no longer recorded), and this was assigned a reference number.

While Mr S is correct in saying there is no evidence to say he signed and authorised this deposit, it's unlikely someone would have access to his insurance policy other than any named party on the document. On the balance of probabilities, I find it unlikely that a staff member would act on his behalf and send this to the storage facility and start charging Mr S without his authority. But even in the unlikely event this happened, Barclays have confirmed that Mr S was sent an advice letter to inform him of his wallet number following the introduction of him to the service and the Barclays wallet access line number was provided to him should he wish to access or withdraw his wallet. So if Mr S didn't agree to this, it would've been proportionate for him to query this letter with Barclays if he hadn't authorised the wallet being stored by Barclaysafe.

And he was notified via letter regarding the price increases. So again, if Mr S was concerned he was being charged for something he didn't authorise, then he could have queried this with Barclays or withdrew his item. I've considered what Mr S has said regarding if he knew the insurance policy was being held in Barclaysafe's standard service, why did he not cancel this when he cancelled the loan. But by Mr S' own admission, he thought he was paying for the cassette to be in storage, so that is why he wouldn't have cancelled the storage once the policy expired. And as this was in a sealed wallet, then Barclays wouldn't be aware of the item(s) that were deposited.

I've considered what Mr S has said about there being two account numbers on the application form and that this wasn't signed. Barclays have confirmed to us that the wallets they originally used in 1998 showed evidence of deterioration of the plastic and this was identified at an early stage (which would be in line with what Mr S has told us about the condition of the wallet). Barclays said the plastic that the wallets were made of was not as robust, as anticipated, so remedial action was taken prior to wallets reaching a point whereby the integrity of the wallet was compromised. They said each wallet was placed inside a new clear wallet before the issue of them becoming unsecure arose. They said the original plastic wallet, was placed inside the more robust clear wallet, but it continued to deteriorate after the remedial action had been taken. Barclays also told us that the way in which the wallets were stored also meant that items couldn't slip out, as they were stored in crates. So this could explain why there were no signatures on the Barclaysafe application form wallets that they deposited the original packaging into.

While there are two account numbers on the newer packaging, I can see that one was crossed out and a different account number was underneath, But this is likely because as Mr S has told us, his previous account had been closed. I've cross referenced the new account number they added to this packaging and I can see it is the same account number as the account Mr S was using to pay for the storage. I asked Barclays about the other account number and they confirmed that this was for an instant savings account, so I can confirm to Mr S that this had nothing to do with a business account, as this was a personal account number.

As Barclays said that the deposit happened in June 1998. Barclays managed to locate transactions from Mr S' bank account. One of these statements shows transactions between 22 November 1997 and 20 February 1998. There were no transactions for any storage facilities during this time. As Barclays have said that there was a quarterly charge prior to 2003, and because this statement period covers three months, I would expect there to be a storage fee showing on this statement, but there isn't. This indicates to me that Mr S was not paying for a cassette to be stored (or anything to be stored at this time) and this supports what the handwritten ledger shows in that the items were discharged only months after being deposited.

I asked Barclays if they had any statements prior to this and they confirmed that the earliest statement they had access to was the November 1997 statement I referenced in my previous paragraph. The evidence available to me, (namely that the deposits in 1978 and 1980 were discharged and the November 1997-20 February 1998 statement not showing a storage fee), does support that on the balance of probabilities, that the envelope Mr S was sent from storage in 2023 was deposited in 1998. And while I can't rule this out, I'm not persuaded that Mr S was charged a storage fee between an item being discharged from Barclays over 40 years ago and 1998.

So I've considered what would be a fair outcome for this complaint. As there is no evidence to suggest they held his cassette tape until 2023 and that Mr S ought to have been reasonably aware of the deposit in 1998, the welcome letter, the fees debiting his account etc, then I'm satisfied that Barclays offer to refund him £360 is fair. So it follows I'll be asking Barclays to pay this to Mr S, but I don't require them to do anything further.

My final decision

Barclays Bank UK PLC has already made an offer to pay £360 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Barclays Bank UK PLC should pay Mr S £360 (less anything they have already paid him). But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 October 2023.

Gregory Sloanes
Ombudsman