

The complaint

Mr C and Mrs C are unhappy that The Royal Bank of Scotland Plc (“RBS”) can’t locate items they stored with them for safekeeping.

What happened

Mr C and Mrs C raised a complaint with RBS because they were unhappy that RBS couldn’t locate a briefcase which they’d stored with them for safekeeping, and which contained items of financial and sentimental value.

RBS responded to Mr C and Mrs C and explained that they’d conducted a thorough search for the briefcase but hadn’t been able to locate it. RBS also noted that their records showed that Mr C and Mrs C had stopped paying fees for the safekeeping of the briefcase in 2004 and asked whether the briefcase might have been withdrawn from their custody by Mr C and Mrs C at that time.

However, RBS did apologise to Mr C and Mrs C for the service they’d received surrounding their request for the briefcase to be locate, and they paid £500 compensation to Mr C and Mrs C for any upset or trouble they might have incurred as a result. Mr C and Mrs C weren’t satisfied with RBS’s response, so they referred their complaint to this service.

One of our investigators looked at this complaint. But they felt the response RBS had issued to Mr C and Mrs C already represented a fair resolution to what had happened and so didn’t uphold the complaint. Mr C and Mrs C remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

It isn’t in dispute that Mr C and Mrs C gave the briefcase to RBS for safekeeping and paid fees to RBS for that service. But RBS have demonstrated to my satisfaction that the fees that were being paid by Mr C and Mrs C for the safekeeping of the briefcase were last paid in 2004 and haven’t been paid beyond that time.

RBS have also explained that they’ve conducted a thorough search for the briefcase but haven’t been able to locate it. And I accept RBS’s explanation that their search for the briefcase was thorough and exhaustive and that there is nothing further that they can do to try to locate it.

Upon consideration of this information, while I appreciate that Mr C and Mrs C may disagree, I feel that what’s most likely to have happened here is that RBS haven’t held the briefcase for safekeeping since approximately 2004. I reach this conclusion based on the evidence available to me. Specifically, the absence of any safekeeping fees being paid by Mr C and Mrs C since 2004 alongside the fact that RBS can’t find the briefcase.

I realise that Mr C and Mrs C will most likely disagree with my conclusion here and I note that they maintain that the briefcase is still with RBS. But I feel it's likely that if RBS still held the briefcase but had misplaced it, that this would be supported by a complete record of safekeeping fees being paid by Mr C and Mrs C from 2004 to date. But, as explained, there is no record of Mr C and Mrs C paying such fees. And I feel that the most likely explanation for this is because the briefcase hasn't been with RBS.

Mr C and Mrs C have said that they have record of depositing the briefcase with RBS, which they feel means that the briefcase is still with RBS. But Mr C and Mrs C's records only relate to their giving the briefcase to RBS in the first instance, and so don't discount the possibility that the briefcase was taken from RBS at some later date – which as explained I feel is the most likely scenario here, based on the available information.

Ultimately, RBS can't find the briefcase. If I felt it was most likely that RBS held the briefcase but had lost it, then I would consider instructing RBS to compensate Mr C and Mrs C accordingly. But in this instance, I don't feel that it is most likely that the briefcase is still with RBS or has been since approximately 2004, for the reasons explained above.

Finally, in their response to Mr C and Mrs C's complaint, RBS apologised to them for the standard of service they'd received surrounding their request for RBS to locate the briefcase. And RBS paid £500 compensation to Mr C and Mrs C for any trouble or upset they may have incurred because of this poor service.

This £500 compensation for the service Mr C and Mrs C received feels fair to me, and I confirm it's commensurate with what I might have instructed RBS to pay here, had they not already done so. As such, I don't feel that any further action is fairly or reasonably required from RBS in this regard.

All of which means that I won't be upholding this complaint or instructing RBS to take any further or alternative action. I realise this won't be the outcome Mr C and Mrs C were wanting. But I hope that they'll understand, given what I've explained, why I've made the final decision that I have.

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 Mr C and Mrs C to accept or reject my decision before 29 July 2024.

Paul Cooper
Ombudsman