

## **The complaint**

Miss S complains that Lloyds Bank PLC released her safe deposit box and the contents to her ex-husband without her consent.

## **What happened**

In November 2022 Miss S started asking Lloyds about the return of her safe deposit box. She was initially told over the phone that the staff in the branch were looking for the box. After a while, she went into the branch herself in December 2022 and asked for a manager. A complaint was logged in January 2023. She was allocated a complaint manager in February 2023 when she was finally told that the box had been released to her ex-husband. The box belonged to her and she hadn't given any consent for it to be released to anyone else. She feels that she was not kept updated and was only given information when she emailed to find out what was happening. She said that the adviser dealing with her complaint had been understanding and delicate when dealing with her.

Lloyds said that it had been in contact with Miss S regarding the matter since the complaint was raised on 11 January 2023. The reason for the delay was due to the third party (ex-husband) being contacted in respect of the box. It said it had been in regular contact with Miss S in respect of this. It said it is still an ongoing investigation, as only recently some of the items were returned by the family of the ex-husband to the local branch. And Miss S had previously refused to provide a list of what was missing. It said it was again contacting the ex-husband and family in respect of any possible remaining missing items in their possession.

On referral to the Financial Ombudsman Service, our Investigator contacted Lloyds who said that its investigation was still ongoing. Our Investigator said that Lloyds' investigation and recovery process had to continue but he issued a view concerning Lloyds' release of the box and its poor customer service. He said that Lloyds should pay £750 compensation. Lloyds said it was minded because of the service issues highlighted to accept the detailed view, and to pay £750. That it would do that without considering the 'surrendering the safe custody item without due diligence' aspect of the complaint.

Miss S didn't accept the view and said that the compensation didn't reflect the very great impact the issue had had on her.

I issued a provisional decision. Although I agreed that the compensation awarded was appropriate, I said that at this stage only the customer service issue could be considered. This left the issues of the surrender of the safe deposit box and the recovery and compensation process to be decided at a later date when that process has concluded. Lloyds accepted my findings and said that as it has already agreed to the compensation it had no further comments to make regarding customer service.

Miss S didn't accept my findings and didn't agree with the outcome. She didn't put forward any additional comments.

## 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.

My provisional findings are set out below, in italics.

*"To my mind, some confusion has arisen here. Lloyds proposed to accept the view although omitting the surrendering of the box from consideration. However we have told Miss S that this issue will be considered, just leaving the ongoing investigation and recovery process to be dealt with once it has been determined what can be recovered. So I am issuing a provisional decision to provide clarity to both parties.*

*I don't think that I am in a position to decide Miss S's complaints about the surrendering of the box, as I think Lloyds has identified. This is because, although there is no dispute that the box was released to an unauthorised party, any compensation for this failure will need to take account of the impact on Miss S. And while she has provided full details of the impact on her personally to date, I don't think that I can assess the full impact on her, or determine full redress, until the recovery process has concluded. For example if all the items are not recovered then, depending on what they are, the impact on Miss S would be far greater than if the items were recovered.*

*I can understand Miss S's anxiety to resolve matters, but I don't think it would be in her interests to award compensation in respect of the surrender of the box at this stage, because if the impact is much greater on her than anticipated at the moment, she would not be able to come back to the Financial Ombudsman Service for further compensation about that issue.*

*So I propose in this decision to address just the customer service issues. I've not seen Lloyds' file as that is needed for the ongoing recovery process. But Lloyds has accepted the Investigator's view about the customer service issues and Miss S has provided us with full details. Those issues were:*

- Lloyds did not admit the box was missing until February 2023, and that it had been released to her ex-husband, when it was aware Miss S had been asking for its return since November 2022.*
- Miss S was told in phone calls that the staff were looking for the box but it wasn't until she went into the branch and insisted on seeing a manager, that she was told she could log a complaint.*
- She was not provided with any indicative timelines of how long its investigations would go on and was often left in limbo unless she emailed asking for an update.*

*Nevertheless Miss S was fobbed off especially in the early stages of this matter and it was only through her insistence that Lloyds logged a complaint and she was told that the box had been released to her ex-husband. I think in light of the seriousness of the matter Lloyds did provide a poor customer service to Miss S.*

*For the customer service issues alone, I propose to award £750 compensation. This leaves the issues of the surrender of the safe deposit box and the recovery and compensation process to be decided at a later date when that process has concluded."*

As neither party has made any substantive comments concerning my provisional findings, I remain persuaded by those findings. Those findings are now final and form part of this final

decision concerning the consumer service issues in this case.

### **Putting things right**

Lloyds should pay Miss S £750.

### **My final decision**

I uphold the complaint concerning the customer service issues in this matter and require Lloyds Bank PLC to provide the remedy set out under “Putting things right” above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss S to accept or reject my decision before 3 January 2024.

Ray Lawley  
**Ombudsman**