

## **The complaint**

Mr S is unhappy that HSBC UK Bank Plc can't find a safe deposit box he holds with them.

## **What happened**

Mr S has held a safe deposit box with HSBC since 2003. Recently, Mr S sought to locate the box with HSBC because he wanted to retrieve the items contained within it. But HSBC couldn't find Mr S's box. Mr S wasn't happy about this, so he raised a complaint.

HSBC responded to Mr S and said that their records indicate that they no longer hold a safe deposit box for Mr S and that Mr S gave up the box in 2005. Mr S didn't accept HSBC's position as he remembers adding his will to the box in 2006. So, he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that HSBC had conducted a thorough search for a safe deposit box in Mr S's name. And they didn't feel it could fairly be said that HSBC had most likely lost Mr S's box as Mr S believed to be the case. Mr S 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

Mr S firmly believes that he never gave up the safe deposit box and that therefore the box should still be held by HSBC. On the other hand, HSBC say that Mr S gave up the box many years ago, which is why they have no record of the box and are unable to find it.

Where the positions of a complainant and a respondent business sit in contradiction with one another, as is the case here, I must decide which of the two versions of events I feel it most likely to have happened, on balance, and in consideration of all the information and evidence available to me.

In this instance, I find HSBC's position to be the more persuasive. One reason for this is because I'm satisfied that HSBC have conducted a thorough search for the box. And given the thoroughness of HSBC's search, I feel the box would most likely have been discovered by HSBC during their search, if it still remained with them. And because of this, I feel that it's reasonable to conclude that the box is no longer in the possession of HSBC. And HSBC have provided screenshots of their internal systems which show Mr S as having given up the box on 24 March 2005.

HSBC also note that they began phasing out their safe deposit box service in 2016, and that they sent a mailing to all safe deposit box holders to inform them about this. But HSBC have confirmed that they have no record that Mr S was included on this mailing. And I feel that this indicates that Mr S didn't have a safe deposit box in HSBC's keeping at that time, which I feel supports HSBC's position that Mr S gave up the safe deposit box prior to that time.

Finally, HSBC have explained that they conducted a safe keeping reconciliation project in 2017 and 2018 which again showed no record of any box belonging to Mr S. And, as previously mentioned, HSBC's most recent search – which included manually reviewing the safe deposit boxes they continue to hold – also didn't find a box belonging to Mr S.

In consideration of the above, I feel it is most likely that Mr S gave up the box many years ago, most likely in 2005 as HSBC's records indicate.

I acknowledge that Mr S has noted that he completed his will in 2006 and that he remembers placing his completed will in the box with HSBC. But while Mr S has been able to provide confirmation to this service that his will was completed in 2006, it doesn't necessarily follow that it was placed in the box following this as he remembers. And, as explained, overall, I find the body of supporting evidence provided by HSBC to be more persuasive.

However, while I won't be issuing any instructions to HSBC regarding Mr S's claim that HSBC still hold a safe deposit box in his name, as Mr S would like, it does seem clear to me that Mr S hasn't received the standard of service he reasonably should have received during his ongoing engagement with HSBC about it.

In their view of this complaint, which was received by both Mr S and HSBC, our investigator listed several occasions where Mr S received poor service from HSBC. I won't repeat that list in full here. But I will note that the list includes several promised call backs not being made to Mr S, that Mr S was asked to visit a HSBC branch on two occasions for no reason, and that it was indicated to Mr S that his box had been found when that was not the case.

Our investigator recommended that HSBC should make a payment of £250 to Mr S as compensation for trouble and upset he'd incurred resulting from the poor service that he'd received. Matters of compensation can be subjective. But upon consideration, I feel that £250 is a fair amount of compensation for the sequence of service issues that Mr S has encountered here.

In taking this position, I've considered what happened and the impact of the poor service that Mr S received on him. And I've also considered the general framework which this service uses when assessing compensation amounts. And having taken these factors into account, I feel that £250 is a fair compensation amount.

All of which means that, while I will be upholding this complaint in Mr S's favour, I'll only be doing so to formally instruct HSBC to make a payment of £250 to him. And I won't be issuing any further instructions to HSBC beyond this.

I realise this won't be the outcome Mr S was wanting. But I hope he will understand, given everything I've explained and the impartial nature of this service, why I've made the final decision that I have.

### **Putting things right**

HSBC must make a payment of £250 to Mr S.

**My final decision**

MY final decision is that I uphold this complaint against HSBC UK Bank PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 February 2024.

Paul Cooper  
**Ombudsman**