

The complaint

Mr A and Mrs C have complained about the amount of time and effort it has taken to retrieve personal items that they had stored in Barclays Bank UK PLC ("Barclays") safety deposit boxes.

What happened

Prior to the pandemic, Barclays wrote to Mr A and Mrs C to say they needed to collect their items from their safety deposit box. This was because Barclays was withdrawing its safety deposit box service.

Mr A and Mrs C contacted Barclays in April 2022 to arrange to pick up their items. Mr A and Mrs C say they were told over the phone that they could attend the branch where their box was located. Mr A and Mrs C didn't think it was correct and so visited their local branch, where they were told to call Barclays to arrange the collections of their items. Mr A and Mrs C say they tried contacting Barclays through webchat, but didn't get anywhere, so submitted a complaint.

Barclays responded to Mr A and Mrs C's complaint on 17 April 2022 to apologise for the difficulties that they faced. Barclays paid Mr A and Mrs C £50 to apologise and also arranged for someone to call them on 19 April 2022.

Barclays then wrote to Mr A and Mrs C on 25 May 2022 to confirm that their box was at a specific branch. Barclays paid Mr A and Mrs C a further £50 to apologise for the inconvenience caused to them and also offered to pay £10 to cover their travel costs. Barclays also said that if Mr A and Mrs C have a second safety deposit box, they should provide the details for the branch to locate it. Barclays added that *'both the details maybe in the same box'*.

Following this, Mr A and Mrs C were asked to provide information about the contents of the boxes. Unhappy with this, Mr A and Mrs C referred their complaint to this service.

One of our investigators spoke to Mr A and explained that Barclays had since offered to pay them £200 for the distress and inconvenience caused. But they explained that the terms and conditions of the safety deposit box service did say that Barclays could ask for proof of entitlement, before handing over a deposit box. Mr A said that he was willing to attend a branch of Barclays with photos of the items in the safety deposit box.

After speaking with the investigator, Mr A and Mrs C said that they tried speaking with Barclays. They were eventually able to speak to the branch where their safety deposit box was held, but were told, as the investigator had explained, that they would need to provide evidence of the items stored in the box. Mr A and Mrs C provided a description of the items in the box and also provided some photos of the items to the branch.

After Mr A and Mrs C provided evidence of the items in the safety deposit box, Barclays confirmed that it was happy to release the contents of the box to Mr A and Mrs C. It also paid Mr A and Mrs C the £200 compensation it had offered when they contacted this service.

Mr A and Mrs C attended branch to collect the items from their safety deposit box. When the investigator asked Mr A and Mrs C for an update, they said they had another box with Barclays, and this could not be located. The investigator contacted Mr A and Mrs C and

explained that there was no evidence of a second box, but if Mr A and Mrs C believed there was a second box, to provide evidence regarding the contents of the second box.

The investigator issued their opinion on the complaint. They acknowledged that matters had taken a while to be resolved, so recommended that Barclays pay a further £300 – in addition to the compensation that Barclays had already paid. In summary they said:

- They acknowledged there was some confusion about whether there was in fact a second box. They said without any evidence to suggest this is the case, Barclays are unable to conclude that a second box exists. They said that Barclays would be able to revisit this if they can provide any further evidence.
- Under the terms and conditions of the safety box service, Barclays was able to ask for proof of the items before releasing them to Mr A and Mrs C.
- That it had taken Mr A and Mrs C a long time before they were able to access their items. This included a number of phone calls and attempts to make appointments to collect the items.
- They expected safety deposit boxes to have been easily identifiable and they could understand why Mr A and Mrs C had lost trust in Barclays.

Barclays responded and accepted the investigator's assessment. Mr A and Mrs C responded and did not accept the investigator's assessment. They said it is unacceptable that Barclays are asking for proof of the contents of the safety deposit box. They also said that a Barclays branch told them that they had two boxes and had a reference to validate it. And Barclays has admitted to misplacing their boxes – and the box they received was labelled as 'unknown'. Mr A and Mrs C said they had submitted a Data Subject Access Request.

As Mr A and Mrs C did not accept the investigator's assessment, the matter was referred for an ombudsman's decision.

After the matter was referred for an ombudsman's decision, the investigator was able to obtain evidence from Barclays which showed that Mr A and Mrs C did have a second box. However, the evidence indicated that the contents of that box were taken out by Mr A and Mrs C in 2017.

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 reviewed this complaint, I agree with the conclusions reached by the investigator, for broadly the same reasons.

Firstly, I agree with Mr A and Mrs C in that Barclays' handling of matters has been poor. It seems the issues that Mr A and Mrs C have faced is largely because their safety deposit box was not correctly labelled, leading to Barclays needing additional evidence to confirm the contents of the box was in fact Mr A and Mrs C's. This should not have happened and it's clear that because of this, Mr A and Mrs C have incurred a fair amount of distress and inconvenience in trying to get matters put right.

Mr A and Mrs C have said they find it unacceptable that they have had to provide proof of the items. But in the circumstances, I think it is reasonable that Barclays ask for such proof first, before releasing the items. Looking at the terms and conditions of the safety deposit service, Barclays is entitled to ask for such information. So, although I agree that Barclays should've done a better job in the first place in ensuring the safety deposit boxes were easily identifiable, in the circumstances, I think it was fair that Barclays asked Mr A and Mrs C for

such information, before releasing the contents of the box to them. Afterall, I'm sure Mr A and Mrs C would be very upset if Barclays released the items of the box to the wrong person, because it didn't check that it was releasing the contents of a safety deposit box to the correct person(s).

Looking through everything that has happened, and taking into account how long it took for Mr A and Mrs C to access the contents of their box, I think what the investigator recommended is fair. Barclays had already paid two lots of £50 when it issued its final response letter, then paid a further £200 after the complaint was brought to this service. So, if Mr A and Mrs C accept this decision, when adding the extra £300 recommended by the investigator, this will mean they will have received a total of £600 in compensation. I think this award fairly reflects the inconvenience and distress caused in the circumstances.

Finally, I note that Mr A and Mrs C say that they had a second box with Barclays, and I can see that there was some confusion, at least initially, about whether a second box did or didn't exist. Following the investigator's assessment of the complaint, it was identified that Barclays had located evidence that Mr A and Mrs C did previously have a second box. However, the evidence indicated that the other safety deposit box was released to Mr A and Mrs C on 12 September 2017.

Mr A and Mrs C have asked that Barclays provide a copy of the form that they signed when the box was released. But Barclays has been unable to provide this.

Unfortunately, there is now only limited evidence available. And I recognise that Mr A and Mrs C are unhappy with the lack of records that Barclays has retained. But where evidence is incomplete and matters are in dispute, as is the case here, I have to decide what I think most likely happened, based on everything that is available. And based on the limited evidence that is available, I think its most likely that Mr A and Mrs C removed the contents of the other safety deposit box in 2017 and that is the reason why Barclays now has limited information about that box.

It's not clear what exactly Mr A and Mrs C did with the contents of the other box in 2017 e.g. removed all of the contents, or removed some of the contents and transferred some of the contents to their remaining safety deposit box. But based on all the evidence that is available to me, I am unable to say, albeit on the balance of probabilities, that Mr A and Mrs C have anything else stored with Barclays' safety deposit box service.

Putting things right

To put matters right, Barclays needs to pay Mr A and Mrs C a further £300 compensation for the distress and inconvenience caused by this matter.

This will bring the total amount of compensation paid to £600 – which I think is fair and reasonable in the circumstances.

My final decision

Because of the reasons given above, I uphold this complaint and require Barclays Bank UK PLC to do what I have outlined above, to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs C to accept or reject my decision before 30 April 2024.

Thomas White
Ombudsman