

The complaint

Mr A complains that he was unable to access his safety deposit box he held at a branch of Bank of Scotland plc trading as Halifax (Halifax). He says this caused him inconvenience and the loss of a sale of some items he kept in the box.

What happened

Mr A has held a safety deposit box with Halifax for several years. On 14 September 2023, Mr A went to the Halifax branch where his box was kept and asked to access it. The staff at the branch said it wouldn't be possible as the area where the box was stored was undergoing maintenance and couldn't be accessed.

Mr A then asked if he could manually access his box but this was also denied as this could only happen if two members of staff accompanied him. And there wasn't sufficient staff available to allow this.

Mr A complained to Halifax. He said he'd lost a buyer for the jewellery that was in the box and wanted his annual safety deposit box fee refunded as compensation. Mr A also mentioned this wasn't the first time he'd experienced difficulties at the branch.

Halifax replied by apologising that Mr A was unable to access his box when he wanted to but didn't think it had done anything wrong and had followed correct procedure.

Mr A was still unhappy and so brought the complaint to this service. Our investigator looked at the complaint and didn't think Halifax had done anything wrong. He said that under the terms of the safety deposit box agreement refusal of access when essential maintenance was being undertaken was allowed.

Mr A was still unhappy, so the complaint has been referred to me 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 agree with our investigator that Halifax didn't do anything wrong for broadly the same reasons.

I'll explain why.

I've looked carefully through the Terms and Conditions of Halifax's Safety Deposit Box scheme, and they give clear details of when Halifax can refuse access to the box. These circumstances are explained in section 9.f. which says refusal can be made when essential maintenance work is taking place.

On the 14 September 2023 essential maintenance was taking place at the time Mr A visited the branch so I don't think Halifax did anything wrong by denying Mr A access as it was allowed to do so under the terms of the safety deposit box service.

I note Mr A asked to manually retrieve the box and that this request was refused because the two members of staff who were observing the maintenance engineers couldn't be taken off that role to jointly undertake the manual retrieval process.

Mr A feels that he was effectively denied access because of what he felt was a lack of available staff at the branch. And he feels that he shouldn't have been denied access because of this. I can understand why Mr A feels this but there's reasons why I don't agree.

From a review of Halifax's procedures, only certain staff are involved in the safety deposit box process. These colleagues are aware of security codes and are presumably restricted in number for understandable security reasons.

It follows then that there are only a limited number of staff available to support this procedure at any time and so, while very frustrating for Mr A, I don't think it's unreasonable that Halifax didn't have sufficient colleagues available at the time Mr A visited the branch. Halifax weren't aware Mr A was intending to visit the branch at that time and didn't have the opportunity to make provisions for sufficient relevant staff to be available.

Mr A has said that in 2021 he made a similar complaint against Halifax when he couldn't access his box. On that occasion Mr A says Halifax refunded him his annual fee. Mr A feels that Halifax should be consistent and similarly refund his fee.

But my role here is to decide on the circumstances around the 14 September 2023 visit – this particular complaint - and so it's not something I will comment on here.

Mr A has mentioned that he feels the safety deposit box has been mis-sold because he hasn't been able to access his box during office hours which was the basis on which the service was sold to him.

This is a separate complaint point that I can't see Halifax has had the opportunity to respond. I'm also not aware of the details surrounding the actual sale so I'm not able to consider this point as part of this decision.

I do have sympathy with Mr A. He visited the branch fully expecting to be able to access his box to complete the sale of some jewellery. To be told he couldn't would have been very frustrating.

But I don't think Halifax did anything wrong when not allowing Mr A access to his safety deposit box when he visited the branch on 14 September 2023. Halifax were entitled to deny access under the terms and conditions of the account because essential maintenance was taking place. And, as it wasn't aware Mr A was intending to visit the branch, didn't have the opportunity to ensure enough appropriate staff were available to allow him to access his box

My final decision

For the reasons stated above I don't hold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or

reject my decision before 29 May 2024.

Ben Castell
Ombudsman