

complaint

Mr S complains that TSB Bank plc says it returned his safety deposit box to him, but he says this wasn't the case.

background

Mr S had kept a safety deposit box with TSB since 2006. In 2017 he tried to access it, but the bank said it had returned the box to him in 2011. Mr S says this wasn't the case.

From what he'd seen, our investigator thought it was unlikely that TSB still had Mr S' box. Although it had been some time since the box had been lodged for safe keeping, the investigator thought TSB had shown that the box had most likely been discharged to Mr S in 2011. Mr S didn't agree with the investigator's conclusions, but said he would take legal advice.

Mr S' legal advisers have contacted TSB. The bank has asked this service for an ombudsman's decision before the matter goes any further. Mr S is aware that the complaint has been referred for an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my conclusions on the balance of probabilities – that is, what I think is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

TSB has been able to provide some records to show what happened with Mr S' box – all of this information has been shared with Mr S. This includes TSB's safe custody ledger sheets – a register of the all the safe custody held in the branch, its internal notes for Mr S' account and his bank statements. And I have reviewed the information provided carefully.

TSB's ledgers show that the box was transferred to Mr S in 2006. And that an audit of the safe custody the branch held was done in 2010 and the box was still held with the branch at that time.

TSB has explained that in 2011 it made a decision to no longer hold safe custody items in branch. It said that it wrote to all customers affected by this decision to explain that safe custody items would be held by a third party company off-site. Or the customer could remove it.

TSB's internal notes record that Mr S' box was returned to him in October 2011. This is supported by the bank's manual ledgers, which also says the box was returned to Mr S.

I also note that a partial refund of the safe custody fee was made in July 2011, ahead of TSB's safe custody service was being transferred to a third party provider.

If TSB had continued to hold Mr S' box, I would've expected it to charge for its service. But I haven't seen any evidence of that. From what I have seen, on balance I think it's likely that TSB returned Mr S' safety deposit box to him in 2011.

As such, I'm not persuaded to uphold Mr S' complaint.

my final decision

For the reasons given above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 April 2018.

Caroline Stirling
ombudsman