

complaint

Mrs W complains that Lloyds Bank PLC lost her safe custody box and the items within it.

background

Mrs W says that she took out a safe custody box at her local branch of Lloyds about 30 years ago. In November 2016, Mrs W asked the bank to discharge her box.

The bank was unable to find any record of the safe custody box being registered, stored or paid for. They conducted a search but were unable to find it.

Mrs W says that the bank didn't tell her at an earlier opportunity that the box had been lost. She says that she telephoned the bank a few years ago and was told that the box was being stored centrally by a third party. She says that she was given a reference number for the box at that time but she no longer has those details.

The bank have acknowledged that there were some service level errors when they dealt with Mrs W, including a failure to return one of Mrs W's calls. It has paid compensation of £50.

The adjudicator did not uphold the complaint. She said that the bank had done everything it could to try and trace the box.

Mrs W does not agree. She wants a refund of all of her safe custody box charges.

my findings

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

I've looked at the evidence provided by the bank which shows the steps it has taken to try and find the box. These show searches against Mrs W's maiden and married names at several local branches, as well as searches with the third party who now stores safe custody boxes for the bank. I can see that none of those searches were successful.

I can also see that Lloyds have checked Mrs W's bank statements for evidence of payments for storage. There are entries of £7.50 for a safe custody fee, but the bank has confirmed that these relate to a different safe custody agreement which Mrs W signed in November 2000 in relation to an envelope which she deposited with the bank.

If there was another safe custody box belonging to Mrs W then I would have expected to see charges for this box on her statements as well.

Mrs W hasn't provided any documents or reference numbers for the missing box. So whilst I understand that the loss of the box and the items within it must be very distressing for Mrs W, on balance, and taking into account the lengths that the bank has gone to to trace it, there's no evidence that there is a safe custody box.

I appreciate that Mrs W wants a refund of the charges she has paid for the box. But because these charges relate to a different safe custody agreement for an envelope which was returned to Mrs W in 2016, I don't think it's fair to ask the bank to refund the charges.

The bank has paid compensation of £50 for the customer service issue, which I think is fair and reasonable.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 27 July 2017.

Emma Davy
ombudsman