

The complaint

Mrs K is unhappy that The Royal Bank of Scotland Plc ("RBS") lost items that she stored with them in a safe deposit box.

What happened

To briefly summarise: Mrs K collected the contents of her safe deposit box from RBS in November 2022. When Mrs K handled the box, she noticed that the outer box was unlocked. Later, when Mrs K returned home with the contents of the box, she noticed that some items were missing. Mrs K wasn't happy about this, or with the service she'd received from RBS' staff while in branch. So, she raised a complaint.

RBS responded to Mrs K and explained that while the outer box had opened because of a failure of that box, the inner box, within which Mrs K's items were stored, had always remained locked and closed. RBS also noted that there was no conclusive evidence that the items Mrs K claimed were missing had ever been stored in the box. And RBS explained that the safe deposit box contract includes that RBS aren't responsible for any loss or damage and that it was Mrs K's responsibility to have insured the items stored in the box.

However, RBS did accept that Mrs K hadn't experienced the standard of service while in branch that she was reasonably entitled to receive. RBS apologised to Mrs K for this and explained that feedback had been provided to the local area manager who would consider whether any further steps were required. Mrs K wasn't satisfied with RBS's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they felt the response RBS had issued to Mrs K's complaint already represented a fair resolution to what had happened. Mrs K 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 note that Mrs K has provided several detailed submissions to this service regarding her complaint. I'd like to thank Mrs K for these submissions, and I hope she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mrs K notes that I haven't addressed a specific point she's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mrs K and RBS. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Additionally, I note that Mrs K has referred to points of complaint that were addressed by RBS in a prior complaint, to which RBS issued a formal response on 28 September 2022. That response gave Mrs K the right to refer that complaint to this service within six months of the date of that response. But Mrs K didn't approach this service until 28 July 2022, which was more than six months after the date of RBS's response to her earlier complaint.

RBS have confirmed they don't give us their permission to consider this earlier complaint outside of the six-month referral period. And I haven't seen anything to suggest that there were any exceptional circumstances that reasonably prevented Mrs K from referring her earlier complaint to us within the given six-month referral period. As such, I'm satisfied that Mrs K's earlier complaint isn't one that it's within the remit of this service to consider.

I also note that in her ongoing correspondence with this service, Mrs K has made several further points of complaint, beyond those which have been previously raised with RBS. But this service can only consider points of complaint that have been previously raised with the respondent business – such that the business has had the opportunity to formally respond to those points of complaint.

I can therefore only refer Mrs K to RBS to raise these further points of complaint with them directly in the first instance. And if Mrs K remains dissatisfied after RBS have had the opportunity to formally respond to those further points of complaint, then it may be the case that she has the right to refer those further points of complaint to this service at that time.

All of which means that the points of complaint that I can consider here are those raised by Mrs K which RBS addressed in their complaint response dated 13 March 2023. Specifically, Mrs K's complaint about the outer box of the safe deposit box being unlocked, the loss of items from within the box, and the standard of service that she received while in branch.

RBS' safe deposit boxes include a locked inner box stored within a locked outer box. RBS have explained that when Mrs K's safe deposit box was moved, because of the closure of the branch it was originally held at, it was noted at the time of transfer that the outer box was locked, and the safe deposit box was then placed in a sealed bag for transport.

However, upon arrival at the new branch, when the sealed bag was opened it was noted that the lock on the outer box had failed and that the outer box was therefore open. But it was also noted that the inner box remained locked and that there were no loose items present in the bag the box was transferred in.

RBS have explained that when Mrs K later arrived to collect the items stored in the box, she queried the unlocked status of the outer box and RBS's staff confirmed that the issue was a mechanical failure of the outer box and wasn't the result of any unauthorised attempt to access the box. RBS's staff also explained to Mrs K that the inner box had always remained locked. And RBS have also said that Mrs K confirmed that there were no missing items when she accessed the box and withdrew the stored contents from it.

RBS's explanation as to why the outer box was unlocked seems reasonable to me, and I feel it's most likely the case that the inner box did always remain locked and secure. Additionally, if there were items missing from the box, I would have reasonably expected this to have been raised by Mrs K in branch at the time that she opened the box. But Mrs K didn't do this, and it was only later, after she'd returned home, that Mrs K contacted RBS and said that there were items that had been stored in the safe deposit box that were missing.

Furthermore, RBS have provided this service with a copy of the safe deposit box contract which was signed by Mrs K and dated 10 October 2016. And this contract includes the following terms:

The Bank will not carry out any investigation into the authenticity or value of any property deposited and the depositor is responsible for the insurance of all property deposited.

The Bank has not verified the contents of any locked boxes or sealed packages deposited and can accept no responsibility for any loss or damage of these items.

Accordingly, with these terms in mind, as well as what I've already explained above, I won't be upholding these aspects of Mrs K's complaint. This is because I don't feel its likely that the inner box was ever unlocked such that any items could have been removed from it, and because Mrs K didn't suggest any items were missing from the box at the time that she accessed it. And also because the terms of the safe deposit box include that RBS don't accept liability for any items that were lost and that it was Mrs K's responsibility to have ensured the contents of the box to mitigate against any such loss.

Finally, regarding the standard of service that Mrs K received while in branch, RBS acknowledged that Mrs K might have received service that wasn't of the standard she was reasonably entitled to expect. RBS apologised to Mrs K for this and provided feedback of her experience to the local area manager responsible for the branch in question. This seems like a reasonable response to this aspect of Mrs K's complaint by RBS, and I don't feel that RBS should fairly be instructed to do anything further in this regard.

All of which means that I feel that the response that RBS issued to Mrs K's complaint, dated 13 March 2023, already represents a fair outcome to what has happened here. And it follows from this that I won't be upholding this complaint or instructing RBS to take any further or alternative action. I realise this won't be the outcome Mrs K was wanting. But I hope that she'll understand, given what I've explained, why I've made the final decision that I have.

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 K to accept or reject my decision before 20 February 2024.

Paul Cooper
Ombudsman