

The complaint

Mrs V complains she was charged fees for a Safe Deposit Box provided by Metro Bank PLC (Metro).

What happened

Mrs V is represented by her son, but I will refer to Mrs V as the complainant here. Mrs V had a safe deposit box facility ('SDB') with Metro. In July 2019, she visited the branch to access the safe deposit box. There were two keys to access the box, one held by Metro and two copies of Mrs V's key – held by her. Two keys must be used to open the box – Metro's and one of Mrs V's. The monthly cost of the rental was £18.75 plus VAT – total £22.50.

When she accessed the SDB, she advised Metro she'd lost one of her keys. Metro advised her the cost of replacement was £200 – which she couldn't pay.

Metro continued to charge Mrs V £22.50 each month from when she visited the branch until March 2022, when the charge stopped – as the SDB was then cancelled.

Mrs V complained. She said she visited the branch with her son and removed the SDB in July 2019 and advised Metro she wanted to cancel the service. But - Metro continued to charge the fee for another 32 months. She was then, and still is, vulnerable, and suffers from dementia. She said Metro should refund the fees and pay interest at the savings rate on the amount refunded.

Metro said Mrs V had been misinformed about the cost of a replacement key – it was £30, not £200. Looking at her main complaint point, Metro said Mrs V did visit the branch on 27 June 2019, but there wasn't any evidence to show she asked to close the SDB service. Metro weren't to know the box was empty. Metro offered to refund the £30 charge for the lost key and offered a goodwill payment of £45 – which Mrs V declined.

Mrs V brought her complaint to us. Our investigator didn't uphold it. She said the terms and conditions say the key replacement is £30 – and Metro had apologised for that and offered compensation. She couldn't see any evidence that Mrs V asked to close the safe deposit service in June 2019. The fees were set out in the terms and conditions and Metro provided regular advice of the fees being debited. The advices were emailed to Mrs V's son. She noted that Metro were advised about Mrs V's health conditions in March 2022, so couldn't be expected to provide additional support for her before that time.

Mrs V didn't agree and asked that an ombudsman look at her complaint. So, it has come to me to do that.

I made a provisional decision which said:

There are two aspects to Mrs V's complaint:

- The issue of the cost of a replacement key.

- The fees paid by Mrs V since June 2019 to February 2022 (the main complaint).

Cost of replacement key:

Here, Metro admit they should've told Mrs V the replacement cost was £30 – rather than the £200 they told her. So that's not in dispute and for that, Metro have offered to refund the £30 and offered to pay compensation of £45, both of which Mrs V has declined to accept.

Monthly fees paid between July 2019 and February 2022 - £720:

This is the crux of Mrs V's complaint. And here, there is a lack of clear evidence. What this means is that where the information I've got is incomplete, unclear or contradictory (as some of it is here) I must base my decision on the balance of probabilities. That is – what's more likely than not to have happened in all of the circumstances here, based on the available evidence. So, in that context, I've thought carefully about what likely happened here.

Metro don't have any record of Mrs V asking that the SDB service be cancelled in June 2019. But – they do have a record to confirm she visited the branch on 27 June 2019, and that she visited the SDB facility during that visit.

Metro's records then show there were no visits to the SDB between June 2019 and March 2022.

And – when Metro looked into what happened, their internal investigation showed the SDB was empty in March 2022 – when it was cancelled.

So – it can safely be assumed that the box was empty between June 2019 and March 2022.

So – putting these things together, I think it's more likely than not that Mrs V withdrew the SDB in June 2019, and then advised Metro she didn't want to continue with the service.

This is further supported by her version of events about the replacement key – where she was told the cost of replacement was £200. Even though Metro made an error regarding the level of the fee, it does show there was a conversation about the SDB at the time. And – she said the conversation with the same member of staff then continued for her to ask the SDB to be cancelled. I think it's reasonable to expect Metro's member of staff to ask Mrs V if she wanted to continue with the SDB service given that she removed the box at the visit, so I can see how this ended with Mrs V saying she wanted to stop the SDB service.

So, for me, that makes sense in reaching a provisional decision here.

Mrs V has argued consistently in her complaint about what happened – that she removed the SDB and asked for it to be cancelled.

Against this, I can see that Mrs V's account was debited with £22.50 each month, and an email was sent to her son each month to advise of the charge – so there is an argument that she was aware of the charge and could've raised the matter earlier. And the terms and conditions do set out what the charges are.

But – I must make a provisional decision based on the balance of evidence here, what I think likely happened and in the circumstances of this complaint. Therefore, in this case, I think it is reasonable to ask Metro to refund the monthly fees paid between July 2019 and February 2022 - £720. Our service can add 8% per annum simple to this sum – but given that the monthly charge was notified to Mrs V's son (and she could therefore have questioned it

earlier), I don't think it's fair to add that; nor to add interest at a savings rate for the same reason.

And in fairness to Metro, I don't think it's reasonable to ask them to also pay the offered £75 in addition to this, particularly as £30 of that was to refund the £30 for the key replacement – and I can't see that was charged. So – I set the payment of £75 aside, and Metro don't have to pay that.

Responses to the provisional decision:

Metro didn't respond, and Mrs V accepted the provisional findings.

I now need to make 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.

As Mrs V accepted the provisional decision, and Metro didn't respond, my final decision is the same as the provisional decision. And so Metro must do what the provisional decision said.

My final decision

I uphold this complaint. Metro Bank PLC must:

- Refund the monthly payments totalling £720.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 1 January 2024.

Martin Lord
Ombudsman