

The complaint

Mrs H complains that she was unable to access her account with Metro Bank PLC containing the funds transferred from her fixed term deposit account when it matured. This was because the telephone number on the account was incorrect which meant she was unable to register for online banking.

She's also expressed dissatisfaction that the security questions asked were unreasonable, resulting in her not being able to pass the security which would have allowed Metro to change the phone number on the account.

Mrs H is being assisted by her husband, Mr H.

What happened

On 27 June 2019, Mrs H opened a Metro fixed term deposit account online for a term of 18 months. An instant savings account was also (automatically) opened, in line with the business' terms and conditions. Metro sent Mrs H an acknowledgement email to say that it would send her the terms and conditions, important information summary and her internet banking customer number to her registered email address separately. A few days later, on 29 June 2019, Mrs H went to her local Metro store to provide identification and pay in the deposit.

On 14 December 2020, Mrs H was notified that her investment was due to mature on 28 December 2020. Two days later, on 16 December 2020, Mrs H contacted Metro to discuss the maturity of her investment and to register for 'online banking'. She was unable to complete all the security questions – involving her phone number – so was unable to register for online banking. However, because she was able to answer some of the security questions, she received limited assistance as she was unable to visit the store.

On 22 December 2020, Mrs H completed a change of details form and provided a new landline, mobile number and email address. On 27 December 2020, a different Metro store received the form and tried to contact her but was unsuccessful. So, on 28 December 2020, the matured funds were deposited into Mrs H's instant savings account.

On 5 January 2021, Mrs H contacted her local store to explain that she was unable to visit due to her disability and circumstances. Nevertheless, she was still able to pass security and update her mobile phone number. The same day, she also logged into her online account and transferred £5,000 out of the instant savings account and into her bank account.

In due course, Mrs H complained to Metro about her experience. In a final response letter dated 11 February 2021, it didn't uphold the complaint. In short it said that the initial telephone number on her account (supplied by her) was incorrect, and that's why she was initially unable to register for online banking. It also said that it had followed its security process when accessing the account.

On 22 March 2021, it sent another final response (in response to additional comments) in which it confirmed that if Mrs H wanted Mr H to act on her behalf, she'd need to complete a third-party mandate or register for power of attorney.

On 25 March 2021, Mr H visited the local Metro store to be added as an authorised third-party on the account. In due course, given Mrs H's circumstances Metro carried out a home visit to verify her identification and change of signature. Thereafter, on 1, 15 and 27 April 2021, Mrs H transferred a total of £40,000 from her instant savings account to her bank account.

One of our investigators considered the complaint but didn't think it should be upheld. In summary, she said:

- It's part of our role to consider whether a business behaved reasonably. It's not for us to determine whether its behavior was specifically lawful and in-line with specific legislation. Therefore, it would be for the court to determine whether a business has breached the Equality Act 2010.
- Metro is obliged to carry out security checks in order to establish a customer's identity, and to prevent identity theft, fraud and unauthorised third-party access. We're not the industry regulator therefore it wouldn't be for us tell a financial institution how to run its business.
- During the account opening process, Mrs H would've had to agree to the terms and conditions which forms the basis of the agreement between her and Metro.
- Despite Mrs H saying that she didn't open the account online, she (the investigator) hasn't seen any evidence that it was done instore. The evidence suggests that Mrs H went into the store to complete the identification process on 29 June 2019 and that on the same day she transferred the funds.
- 'The Important Information Summary' document made clear that if a customer was to open an account in store, they will need to open another account (savings or current) to pay in the interest. But, if they do so online, the account will be opened automatically. It also said that it would contact the customer 30 days before maturity and if it didn't hear back, the proceeds would be paid into the feeder account - which is what happened.
- Mrs H confirmed that she didn't open an instant savings account, which would suggest that this was done automatically when she opened her fixed term deposit account online.
- Although Mrs H was frustrated at not knowing answers to the security questions asked, she will have been provided with the relevant information online.
- Whilst she understands that Mr H was trying to help Mrs H answer security questions, Mr H didn't have power of attorney over Mrs H's accounts. Therefore, the phone agent wasn't wrong to ask to liaise with Mrs H only. Overall, the questions asked by Metro weren't unreasonable, and it was entitled not to proceed with the call.
- As a representative of Mrs H, Mr H doesn't have the right to compensation, therefore she can't consider any impact this case may have had on him.
- The terms and conditions under, section 7.2 '*Authorising others to operate your accounts*', make clear that Mrs H could authorise someone to operate her account by signing a third-party mandate or power of attorney – she ought to get legal advice if she wanted to pursue the latter. And if she did authorise Mr H, she'd be responsible for his actions.
- The terms and conditions, under section 11.2 also made clear what would happen if it decided to suspend the account, which it would only do for security reasons where it was uncertain if the instructions were from Mrs H.

- Mrs H submitted the change of details form to change her mobile number, but Metro didn't change it straightaway. It said it was normal process to call the customer on the number to confirm the details.
- Notwithstanding what Mrs H says about her disability and not being able to visit the store, Metro provided alternative methods of changing her mobile number and offered alternative security questions, so it hasn't acted unreasonably.
- Metro confirmed that Mrs H was able to register for online banking on 5 January 2021 and transfer £5,000 to her bank account. So, in the circumstances, she can't say that Metro hasn't followed its security process in line with its terms and conditions and privacy notice.
- Mrs H had spent time on the phone with the business trying to resolve what she thought was a security breach due to the instant access account number on the maturity form of her fixed term account. She's unable to say that it was as a result of Metro's error, or its verification system, that Mrs H didn't know the answer to security questions.
- As an exception, Metro confirmed that it has updated Mrs H's mobile number at her local store, and a home visit was made to complete identification using her passport to add Mr H as an authorised third-party on her account.
- Whilst Mrs H may have found her experience with Metro frustrating, she's unable to say that the business did anything wrong.
- In the circumstances, she can't blame Metro for Mrs H not being able to answer questions correctly. Overall, she's satisfied Metro treated Mrs H fairly.

Mr H disagreed with the investigator's view and in short made the following observations:

- It could be argued that the account wasn't opened before going into the Metro store, if the identification wasn't provided.
- He's not sure when Mrs H would've received the terms and conditions.
- He doesn't agree that Metro made adequate provisions to cater for Mrs H's disability.
- The investigator said she couldn't consider the actions of another business, but in her view mentioned considering good industry practice.
- If the telephone number issue isn't Metro's fault, its not a number they recognised, so the issue remains unresolved.
- They can't see where the process of paying interest into the account is identified – this caused Mrs H to answer the second security question incorrectly.

The investigator having considered the response to her view wasn't persuaded to change her mind.

Mrs H, considering her husband's questions, feels like the issue hasn't been resolved, therefore has asked for an ombudsman's decision.

As no agreement has been reached the matter has been passed to me for review.

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 the investigator's conclusion for much the same reasons. I'm not going to uphold this complaint.

On the face of the evidence, and on balance, I'm unable to safely say that the business behaved unreasonably.

Before I explain why this is the case, I think it's important for me to note I very much recognise Mrs H's strength of feeling about this matter.

Mr H has provided detailed submissions to support the complaint, which I've read and considered carefully. However, I hope Mrs H won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a courtesy.

The purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by Mr H, and Metro, and reach what I think is an independent, fair and reasonable decision based on the facts of the case.

In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. This doesn't mean that we look at the actions of specific individual businesses, so I don't think the investigator was wrong to say what she did on this point.

Ultimately, it's for me to decide, based on the available information I've been given, what's more likely than not to have happened.

I appreciate Mrs H feels that the business didn't do as much as it could've done to accommodate her disability. But on the face of the evidence, and on balance, I'm unable to safely say that Metro behaved unreasonably whilst acting within the limitations of its obligations towards the security of its business and its customers. In other words, just because Metro didn't behave according to Mrs H's expectations, doesn't mean that it behaved unreasonably.

Security measures are in place to safeguard a business and its customers against fraud and unauthorised access to its customers' money. In this instance I think Mrs H will appreciate that the measures practiced by Metro were ultimately for her safety and security. I'm mindful the business says, "security is paramount to Metro Bank".

This is why Metro was initially unable to proceed, when Mrs H didn't answer the security questions correctly. I've no doubt that if there had been a fraudulent attempt on her account and Metro had denied the fraudster access to Mrs H's money as a result of following its process, she'd be most delighted and relieved.

I appreciate that Mr H was only trying to assist Mrs H to recall her security information, but he wasn't authorised to act on her behalf at the time. I also note that Mrs H hadn't passed her security questions and therefore couldn't legitimately ask Mr H to speak on her behalf. Therefore, the business wasn't being unreasonable in insisting on speaking to Mrs H only, to try and sort things out. Nevertheless, in due course, Metro carried out a home visit to verify Mrs H's identification and change of signature.

I appreciate Mrs H doesn't recognise the mobile number in question, and there's a suggestion that she supplied the wrong number (which she denies) and doesn't understand why additional questions weren't asked.

It's possible that Mrs H and/or Mr H (unintentionally) supplied the wrong phone number to Metro. On a balance of probabilities, I think it's more likely (than not) this is what happened when they made the application online. I'm mindful Mr H thought that the number may have belonged to one of their children.

So, if that was the case – as I think it probably was – it wasn't of Metro's doing, therefore I can't hold it responsible for Mrs H and/or Mr H's actions. In other words, in this instance and on balance, I can't safely say that Metro was at fault or that it had incorrectly recorded the phone number.

In the circumstances, I can't blame Metro for not immediately asking additional/different security questions to give her another chance to pass security. That said, I'm aware that in due course and after a better understanding of her circumstances, Metro allowed Mrs H to answer additional/different security questions.

A financial business is, in the reasonable exercise of its legitimate commercial judgement, entitled to set its own security procedures – which also includes not proceeding if some initial security questions aren't answered correctly. It's not for us to tell a business how to run its affairs.

I'm mindful that despite the initial suggestion – for Mrs H to get her ID document verified by a solicitor – Metro was able to assist her through other means, once it has been given a better understanding of her circumstances and difficulties.

I'm mindful that Mrs H in due course submitted a change of details form to change her mobile number, but Metro didn't change it straightaway. I note it said that it was normal to call the customer on the number to confirm the details which I don't think was unreasonable. In other words, in my opinion it was a reasonable way of authenticating the change-request was from Mrs H and not someone pretending to be her. I'm aware that it has now updated Mrs H's details.

Whilst I appreciate what Mrs H says about the delays and potential impact if she'd needed money for a large purchase for a house, I also note that this wasn't the case. Despite what she says, I can't decide this case on what might have happened.

Despite some initial challenges, I'm satisfied that they were addressed within a reasonable amount of time, and that in due course Mrs H had access to her account between January and April 2021 when she conducted several transfers.

I'm mindful of what Mrs H says about Metro's refusal to speak to her, but I don't think this was because she complained about its service. In the spirit of fairness, businesses generally tend to liaise with our service once a complaint has been referred to us, so there's no suggestion of undue bias or influence on the customer. In other words, the customer is left free to pursue their complaint.

Whilst I appreciate Mr H may have suffered distress and inconvenience dealing with this complaint (on behalf of Mrs H), as a representative he's not entitled to any compensation, therefore I can't ask Metro to pay him compensation for any trouble and upset he may have suffered, even if I thought it had done something wrong, which I don't.

I appreciate what Mr H says about the account opening, but on the face of the evidence and on balance, I think it's more likely than not that Mrs H opened a Metro fixed term deposit account online, and an instant savings account was also (automatically) opened – in line with the business' terms and conditions – and that's why she didn't need to open a separate account. And all she had to subsequently do was to provide her identification documentation and make the deposit to start the investment, which I understand she did at the store.

I appreciate Mrs H has indicated that she may report the matter to the Equality and Human Rights Commission, whilst she's free to do so, that's not a reason for me to uphold this

complaint. On the face of the evidence, and on balance, I'm not persuaded that Metro treated Mrs H unfairly because of her disability.

I appreciate Mrs H will be thoroughly unhappy I've reached the same conclusion as the investigator. Whilst I appreciate her frustration, I'm not going to ask the business to do anything.

On the face of the available evidence, and on balance, I'm unable to uphold this complaint and give her what she wants.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 1 December 2021.

Dara Islam
Ombudsman