

## **The complaint**

Mrs K complains that Metro Bank PLC allowed someone to take the contents of her safety deposit box without proper authorisation. She'd like Metro to reimburse her for the value of the contents.

## **What happened**

Mrs K held a safety deposit box with Metro. In October 2021 Mrs K's sister came into branch pretending to be Mrs K, saying she had lost her key. The lock on the box was drilled and some of the contents – which Mrs K says consisted of family jewellery – were taken.

In December 2021 Mrs K went to branch and discovered what had happened. The police were called. Mrs K's sister was arrested, but the police didn't take any further action.

Mrs K complained to Metro, asking for them to cover the value of the jewellery taken. Metro responded to say they had not followed the strict procedures for checking identification before allowing the lock to be drilled. They said they were shocked by what happened and were sorry for the distress caused. But they felt the recovery of the jewellery was a civil matter between Mrs K and her sister. They pointed to their terms that items in the safety deposit box should be insured separately. They declined to pay the value of the items but offered her £500 for the distress caused.

Unhappy with this answer Mrs K referred the complaint to our service. One of our investigators asked her for valuations of the items which were contained in the safety deposit box. Mrs K provided some photographs of some of the jewellery being worn, as well as a hand-written receipt for one item. The investigator shared these with Metro, but they responded to say the valuations weren't professional valuations, and there was no evidence the items themselves were contained in the safety deposit box.

The investigator felt the complaint should succeed in part – they said that they didn't think Mrs K had demonstrated the value of the items that were taken, so it wasn't fair to ask Metro to repay this. But they suggested Metro pay Mrs K's legal fees so she can pursue her sister for the loss. Both parties disagreed. The investigator then revised their opinion and said that they couldn't quantify the exact loss to Mrs K, and they couldn't rely on the photos and receipts provided. But they could see the situation had been distressing and upsetting to Mrs K, and they felt the compensation should be increased to £1,000 to reflect this.

Again, both parties disagreed with the outcome. As no agreement could be reached the complaint has been passed to me to decide.

## **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.

There's no dispute here that Metro have made a mistake in allowing Mrs K's sister access to the safety deposit box – they've accepted as much. So, the key question for me is what they should be doing to put things right for her.

Mrs K has asked for the value of the items that she says were taken. But in circumstances like this the onus is on her to demonstrate her loss. The difficulty here is that there's no clear record of what was in the box – there was no obligation for Mrs K to tell Metro what it contained. Metro have pointed to their terms, which say the contents should be insured. This would have been helpful in this case. But there's very little evidence of what was in the safety deposit box, much less the value of any items taken.

Mrs K has provided her own personal estimations on the value of the items that were lost, which I have considered carefully. But as these aren't provided by a professional valuer and I can't be reasonably certain they were in the box I can't rely on these. Likewise, I've considered the various photographs she's sent of the jewellery she says was taken – but these don't allow me to safely draw any conclusions about whether they were in the safety deposit box, or their value. There are receipts for items of jewellery, but these are handwritten and not from a professional valuer. Again, I don't think these can be safely relied upon.

I accept that Mrs K is in a very tricky situation and she has been let down by the way Metro handled her safety deposit box. I also accept that Metro's actions have likely led to a loss to her. I appreciate this will be disappointing to her, but the evidence she's been able to provide isn't sufficient for me to say Metro should pay the claimed value of the items lost. I don't think she's been able to demonstrate these as losses.

However, Metro have accepted they made a mistake and offered £500 for the distress caused. But I think this falls short of what the impact on Mrs K this error caused. It's clear to me that the opening of the box without her permission has caused Mrs K significant distress and inconvenience – not least because of what she believes she has lost, and that she thought the items would be safe with her bank. With that in mind I'm satisfied an amount of £1,000 would be an appropriate award.

### **My final decision**

My final decision is that Metro Bank PLC must pay £1,000 in total to Mrs K to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 27 April 2023.

Thom Bennett  
**Ombudsman**