

complaint

Mr M complains that Metro Bank PLC allowed a third party to change the locks, and access the contents, of his safe deposit box.

background

Mr M had not accessed his safe deposit box since May 2013. In November 2014, he found his keys did not fit. Metro Bank says the joint account holder asked for the locks to be changed in May 2014, as she was entitled to do. Mr M says the box was not jointly owned.

Our adjudicator recommended the complaint should be upheld. She found Mr M had added a joint account holder, but the terms stated that new keys should be given to the *"first-named customer"*. She suggested Metro Bank pay Mr M £250 for the trouble this caused him.

Metro Bank responded to say, in summary, that the quoted condition only applied to newly opened safe deposit boxes.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I've seen the *"Adding an Additional Party"* application form and I am satisfied that Mr M authorised a joint account holder. Therefore, I can't conclude that Metro Bank did anything wrong by allowing the third party to access the box. The relevant terms says *"Any one joint safe deposit box-holder can give us instructions in relation to your safe deposit box.... This may happen without the knowledge of the other joint box-holders."*

However, the terms and conditions do not specify what should happen to new keys when the locks are changed. The relevant term for the start of the agreement says *"We will give you two copies of the customer safe deposit key, at the time of entering into this agreement. If you hold a joint box, we will give both customer safe deposit keys to the first-named customer."* I acknowledge that Metro Bank says this does not apply when locks are changed within existing agreements but, in the absence of any other guideline, I find it reasonable for Mr M to have expected to receive the keys as the first-named customer. As this did not happen, I consider Metro Bank should pay Mr M £250 for the issues this caused.

Finally, I acknowledge that Metro Bank has agreed to retrieve the new keys from the third party and transfer them to Mr M. I note this is yet to happen.

my final decision

My decision is that I uphold this complaint. Metro Bank PLC should pay Mr M £250 for the trouble it has caused him and continue to facilitate the transfer of the new keys.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M to accept or reject my decision before 6 July 2015.

Amanda Williams
ombudsman