

The complaint

Mr M complains that Metrobank plc prevented him from accessing his safety deposit box (SDB).

What happened

Mr M opened a SDB with Metro Bank in March 2023. In June Metro suspended access to the box and issued a notice of closure. The account was to close on 8 August. Mr M raised a complaint regarding the closure of the SDB which is being dealt with separately.

Mr M raised a further complaint with Metro Bank. He said Metro Bank had prevented him from accessing his safety deposit box during opening hours. Mr M was also concerned that Metro told him that if he raised a complaint it would immediately close his account.

In its final response Metro Bank said no error had been made. Mr M didn't agree and asked for a decision from an ombudsman. Our investigator concluded that Metro Bank hadn't acted unfairly. Mr M remained unhappy and asked for a decision from an ombudsman.

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.

I realise this will come as a disappointment to Mr M but having done so I won't be asking Metro Bank to do anything further.

When Mr M opened his SDB he agreed to abide by the bank's terms and conditions. I've seen a copy of them. In the terms and conditions, it says:

“1.7 We reserve the right to refuse, in our sole discretion, access for any person (including you) to your safe deposit box at any time.

1.9 To open the safe deposit box two different types of key will need to be simultaneously inserted into the door: the customer safe deposit key and the Metro Bank safe deposit key.

2.1 We will give you two copies of the customer safe deposit key at the time of entering into this agreement.

2.2 You must not make any additional copies of the keys. You are responsible for looking after your keys.

2.3 We will not keep a copy of the customer safe deposit key. We will only keep the Metro Bank safe deposit key. We cannot access your safe deposit box using the Metro Bank safe deposit key on its own.

2.4 You must take all reasonable precautions to keep safe and prevent misuse of your customer safe deposit keys.

2.5 All keys remain the property of Metro Bank at all times.

7.4 On termination of this agreement by us you are required to remove all contents of your safe deposit box return the customer safe deposit keys and any outstanding fees and charges will become immediately due and payable.

Mr M has said he was refused access to his SDB. Metro Bank said Mr M visited the store on 6 August 2023 to remove the contents of his SDB. It said when he attended the store he only had one set of keys with him and because of this the store could not allow access to close the SDB. Metrobank said Mr M returned to the store on 8 August 2023 with both sets of keys. He was unable to remove the contents of his box and return both sets of keys to the bank. I'm satisfied that Metro Bank was within its rights to refuse access based on Mr M presenting only one set of keys and that Mr M was able to retrieve his belongings two days later when he presented both sets of keys.

Mr M has also complained that Metro Bank said it would close his account if he raised a complaint. I'm not disputing Mr M's testimony but I've not seen any evidence that Metro Bank made this condition so it wouldn't be fair for me to hold it responsible for this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 September 2024.

Maxine Sutton
Ombudsman