

The complaint

Mrs S complains that Metro Bank PLC has disregarded her contact preferences in how they've communicated with her.

What happened

Mrs S had communicated with Metro Bank regarding a safe deposit box on 14 October 2023, and she said she told the staff about her health condition. In her letter she said for Metro to send her no emails, text messages or phone calls in response. She asked for the response to be delivered exclusively through postal mail. Metro responded and they said they had noted Mrs S' health condition. They said as she preferred not to receive email, text messages or telephone calls they wanted to reassure her that they were there to offer any additional support she may need. Metro told Mrs S if she would like them to make any adjustments to the way they help her to reach out to them.

Mrs S responded to Metro on 31 October 2023. She asked them to view Closed-Circuit Television (CCTV) so they could see the adverse impact to her health. Mrs S told Metro she was heartened by their commitment to supporting customers facing vulnerabilities and she would appreciate their assistance in this regard. She told them to please feel free to annotate her account (profile) to alert their staff to this matter.

Mrs S received a number of missed calls from Metro on 23 and 28 November 2023. She said her phone number was part of the Telephone Preference Service (TPS) due to critical medical reasons and these calls caused her distress and significant inconvenience. She also received an email from Metro on 29 November 2023. Mrs S said that Metro didn't make a reasonable adjustment in contacting her in line with how she asked them to, and she made a complaint to Metro, requesting £150 compensation.

Metro did not uphold Mrs S' complaint. They said to resolve the matter about the CCTV in a timely manner, the request was forwarded to a branch, and a member of staff contacted her via the telephone number she had registered with them. Metro said they contacted her a total of five times, three times on one day and twice on another day. They said as they were unable to reach her, an email was sent to her. Metro said on this occasion, it was deemed that there was a business need to attempt to contact Mrs S on her registered telephone number. Metro said as the nature of the calls were not for marketing or sales purposes, they would not be subject to a TPS restriction. Mrs S brought her complaint to our service.

Our investigator did not uphold Mrs S' complaint. She said given the tight timeframe Metro were working under to obtain the CCTV footage, she didn't think they had done anything wrong by calling Mrs S. The intention of calling Mrs S was to help her with her request.

Mrs S asked for an ombudsman to review her complaint. She made a number of points. In summary, she said it was entirely feasible for Metro to correspond via postal mail in line with her reasonable adjustment request. She said Metro's own policies acknowledge a 90-day retention period for CCTV footage. Mrs S said on several occasions spanning over a year, she has clearly communicated to Metro her preference for communication solely through postal mail, explicitly requesting an absence of emails, text messages, and phone calls.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs S has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

I've viewed Metro's document titled "Our Service Relationship with our Personal Customers", as this is the terms and conditions that Metro and Mrs S would have needed to agree to here. I'm satisfied term 3.1 is the relevant term here. This states that

"We may contact you by using any of the contact details you have given us. We may want to contact you to tell you something about our services or facilities or how you are running your accounts.

If you do not want us to contact you by email, text message or through our internet banking service, please let us know. We will try to contact you in the way you prefer, but there may be times when we will need to contact you by email, text message or through our internet banking service."

So this does set out that Metro may contact Mrs S using any of the contact details she's given Metro. And it shows that there may be times when they need to contact her via email, text message or through their internet banking service. While phone calls and letters via the postal service aren't specifically mentioned here, I'm persuaded it would be reasonable for these to apply to this section, based on Mrs S saying that her preference is for postal mail.

But while it could be considered Metro didn't act outside of the agreed terms, there are times where a strict application of the terms may lead to an unfair outcome for their customer. And I'm persuaded that this has happened here. And I'll explain why.

Mrs S was clear in her original letter (14 October 2023) to Metro that "I am seeking a response to my complaint in accordance with FOS (Financial Ombudsman Service) policy, delivered exclusively through postal mail. I would appreciate no emails, text messages, or phone calls in response."

And when Metro responded to Mrs S on 24 October 2023 by post they told her "We've taken note of your mention regarding your health condition, and we regret any discomfort you may have experienced during your visit. Since you prefer not to receive email, text messages or telephone calls we want to reassure you that we are here to offer any additional support you may need. If you would like us to make any adjustments to the way we help you, please feel free to reach out to us through our contact number or by visiting our store. We are more than happy to provide any additional support necessary."

So it does appear that Metro were aware of Mrs S' contact preferences and they mentioned if there were any adjustments needed to the way they help her, for her to reach out. I'm persuaded that Mrs S did this on her next letter to them when she wrote to them on 31 October 2023. Mrs S told Metro "I am heartened by your commitment to supporting customers facing vulnerabilities and would appreciate your assistance in this regard. Please feel free to annotate my account to alert your staff to this matter."

So Mrs S told Metro she would appreciate their assistance with this and to annotate her account (her customer profile) to alert their staff. Based on the previous communications, I

would deem this to be Mrs S asking Metro to document her account/profile with information to not ring/email her. If Metro were in any doubt though with what Mrs S was asking them to do here, it would have been proportionate for them to write to her and ask what she would like them to annotate on her customer profile.

But Metro rang Mrs S five times across two days which was distressing for her considering she would have been under the impression that Metro had annotated her account/customer profile with the reasonable adjustment she had asked for, when she gave them permission to do this. Looking at the times they rang Mrs S, it's not clear why they rang her three times in a period of only 13 minutes (first at 11:02am, then at 11:14am and a third time at 11:15am). But I can confirm these weren't marketing calls and therefore the TPS would not be applicable here.

The records show they didn't ring her for another five days. So while Metro have said they rung Mrs S due to urgency, it's not clear why they didn't just send her a postal letter in line with her wishes which she would have likely received before they tried to call her again on 28 November 2023. They called her twice in the same minute this date. It's not clear why Metro would have rung Mrs S only seconds after she didn't answer the first call.

Metro did send Mrs S an email the following day. This email requested information from Mrs S which several pieces of information had already been provided by Mrs S (such as the date, the location, and the time) and she had already given a description of what happened in the branch. But the email also said "we have a 90-day retention period for CCTV footage before it is permanently deleted from our system".

So while there was an urgency of 90 days, as the incident Mrs S described to Metro in her first letter was on 13 October 2023, then the CCTV wouldn't have been deleted until part way through January 2024. So there were still several weeks remaining at this point. I also note that the communication sent to the branch doesn't say the branch should ring/email Mrs S. It asks for someone to contact Mrs S to give her the option of visiting the branch to view the footage. So I'm not persuaded that a fair customer outcome occurred here when Metro rang Mrs S three times in 13 minutes, then waited five days to ring her twice in the same minute, before sending an email to her.

If Metro had acted in line with Mrs S' preferences and sent her a letter on 23 November 2023, then Mrs S would have been saved the distress of the multiple missed calls, and the email from Metro. And she wouldn't feel that Metro had disregarded her reasonable adjustment to receive communication through post.

So I've considered what would be a fair outcome for this complaint. Mrs S should be aware that even though her preference is for post only, there may be times where Metro need to contact her by other contact details, although I'm not persuaded the events described in this complaint was one of these times due to the CCTV not expiring for several weeks after Metro tried to ring Mrs S.

But it's clear Mrs S has suffered distress due to what happened here. And she had an assumption - that I'm satisfied was a fair assumption, that her account/profile would be annotated with her reasonable adjustment. She was rung three times in 13 minutes on one day, and five days later she was rung twice in the same minute. She was then sent an email request which wasn't in line with her preferences. I'm also mindful that it may have been possible that Metro could have located the CCTV footage with the date, branch, times and description that Mrs S had already given them originally.

So based on the individual circumstances of this complaint. I'm persuaded it would be fair for Metro to compensate Mrs S £150 for the distress that they caused her by ringing her five

times and sending her an email for the reasons I've set out in my decision. So it follows I intend to ask Metro to put things right for Mrs S."

I invited both parties to let me have any further submissions before I reached a final decision. Neither party responded to the provisional 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 neither party have provided me with any further information to consider, then my decision and reasoning remains the same as in my provisional decision.

Putting things right

In my provisional decision I said I intend to uphold this complaint. I said I intend to ask Metro Bank PLC to pay Mrs S £150 for distress. I'm still satisfied this is a fair outcome for the reasons given previously.

My final decision

I uphold this complaint. Metro Bank PLC should pay Mrs S £150 for distress.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 31 July 2024.

Gregory Sloanes
Ombudsman