

## **The complaint**

Mr T complains that Metro Bank PLC won't refund a disputed transaction made from his account. He'd like the transaction refunded and compensation for the impact on him.

## **What happened**

In July 2020 a £60 payment was made to a mobile phone company I'll call S from Mr T's account.

On 10 July 2020 Mr T contacted Metro and complained about the payment, advising he hadn't authorised it. Metro agreed to raise a dispute for Mr T – and on 13 July 2020 Mr T shared several numerous conversations he'd had with S, where he'd tried to cancel the order – and asked for a refund.

Between July and December 2020 Mr T made several phone calls to Metro regarding his claim. Initially Metro advised Mr T that he'd raised his claim outside of the 120 day window. But on Mr T complaining Metro identified their error, reviewed their decision, and refunded Mr T's £60 on 24 December 2020.

Mr T was frustrated with the amount of time Metro took before providing a refund, so complained to our service.

On Mr T bringing his complaint to our service, Metro accepted they'd provided poor service in refunding Mr T the lost funds. And offered £25 compensation for the inconvenience caused.

Mr T didn't accept the offer, and our investigator looked into his complaint. He explained that the lack of refund negatively impacted on his mental health.

Our investigator looked into Mr T's complaint, and thought that Metro needed to do more to put things right. He recommended that the bank pay Mr T £50 compensation for the inconvenience caused.

Mr T didn't accept our investigator's conclusion. In response he said:

- Because of his poor mental health he lost out on three days of work, and he'd like this – and the cost of travel – as compensation
- He had to email and phone Metro on a number of occasions
- They didn't keep him updated with what was happening with his dispute

As Mr T didn't agree it's 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.

Metro have accepted they made an error in initially failing to refund the £60 payment made in July 2020. Therefore I won't be considering this part of Mr T's complaint.

Instead I'll be considering the inconvenience caused to Mr T, by Metro's delay in refunding the payment, and what I think is fair and reasonable compensation.

I can see that the delay in the refund was frustrating for Mr T – and caused him inconvenience in having to phone Metro on a number of occasions. Which it's unlikely he'd have needed to do if Metro had actioned the dispute appropriately.

Mr T's explained that he'd like to be compensated around £600, because his mental health was negatively impacted and he was unable to attend work for three days. He's argued that Metro were aware that he experienced mental health difficulties – and the delay in the refund would negatively impact this – but having listened to the calls I haven't been able to identify any mention of this. As I've already explained I agree that Mr T was caused inconvenience by Metro's actions, but I can't say – on balance – that Metro's actions prevented him from successfully going to work. I also not seen any evidence that Mr T was caused financial difficulties by Metro's failure to refund the £60 sooner – for this reason I think £50 compensation is fair.

### **Putting things right**

I think that Mr T was caused inconvenience by Metro's actions. I understand he'll be disappointed by my recommendation, but I'm satisfied that £50 compensation is fair.

### **My final decision**

My final decision is I direct Metro Bank PLC to:

- Pay Mr T £50 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 April 2022.

Jeff Burch  
**Ombudsman**