

The complaint

Ms S is unhappy that Metro Bank PLC (Metro) won't refund money she says was stolen from her account.

What happened

Ms S says she received a lump sum payment in 2010 of over £47,000 which was put into an account opened with Metro. Ms S says she only completed one large transaction on her Metro account which was to purchase a car. But, by mid 2019, all of the money in her Metro account had gone. Ms S says the rest of the funds were taken without her knowledge.

Ms S raised a fraud claim with Metro and asked them to refund her for the lost funds.

Following an investigation Metro wrote to Ms S and told her:

- The trust account was set up with Ms S as a signatory along with two other named signatories.
- Under the Account Mandate, one of the signatories had no operating rights on the account. Any cheques needed to be signed by Ms S and a second signatory jointly.
- Having obtained a copy of all 25 cheques issued on the account, all cheques had joint signatures in line with the Account Mandate. The signatures on the cheques matched the signatures provided on the account opening documentation.
- In June 2021 they received a legal order from the police requesting information in relation to a cheque fraud of £4,000. Ms S had signed a disclosure form which allowed them to share the information the police requested.

Ms S wasn't happy with Metro's response, so she brought a complaint to our service.

An investigator looked into Ms S's complaint but didn't uphold it. They explained to Ms S that all of the cheques were signed by two signatories, herself and another person, in line with the Mandate completed when the account was opened. And that Ms S had signed the account opening documentation and the signatures on the cheques matched the signature provided when the account was opened. The police's response with regards to the outcome of their investigation was that it didn't suggest suspicious activity. All of the transactions on Ms S's account except for one were cheques. The one transaction that wasn't a cheque was a faster payment which was made in a Metro store, and the funds were paid to Ms S's account at another bank.

Ms S disagreed with the investigator's opinion as she is adamant that funds were stolen from her. So, the case was passed to me to review.

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 would like to reassure Ms S that I understand the distress she has experienced, and the strength of her belief that funds have been stolen from her account.

In considering her complaint, I have to look at Metro's actions and whether I can fairly say they've done anything wrong. I know that Ms S is going to be extremely upset and I don't wish to add to her distress. But, having considered everything very carefully, I'm not going to recommend that Metro refund her. I'll explain why.

Ms S's Metro account was opened in 2016. Metro have provided documents that were completed at the time the account was opened, which includes an internal checklist, an Account Opening Form and Mandate and a copy of the Declaration of Trust.

From what I've seen, I'm satisfied that it's more likely than not Ms S signed and completed the documentation required to open the Metro account. All of the contact information is Ms S's current contact information which we were given as part of her complaint against Metro. Metro's internal checklist has been completed to indicate the Metro staff who opened the account obtained proof of identification from all of the signatories on the account, which included Ms S. The information provided to Metro, also matches the information that was provided in the Declaration of Trust – which supports that Ms S was involved in the opening of the account.

As part of the account opening, Metro completed a Mandate which set out who was authorised to use the account and the extent of their authority. It had three signatories named, one of which was Ms S. It requires Ms S and one other signatory to sign or authorise all transactions on the account. As a result, the online banking registration for the account was restricted to "view only". This meant no one could use online banking to move money in or out of the account, they could only see what the balance was and what transactions had gone through the account.

Since the account was opened in 2016 with an opening balance of just under £42,000, 25 cheques have been written out of the account – which we have been given copies of. All of these cheques have been signed by Ms S and one of the other signatories on the account and in line with the Account Mandate. Ms S's signature on the cheques, matches the signature on the account opening forms. Based on this, I'm satisfied it's more likely than not that Ms S has signed all of these cheques. These cheques combine to a total value of £41,600. This accounts for nearly all of the funds that were deposited into Ms S's account when it was opened.

The last transaction completed on Ms S's account was for £250 and was a faster payment made in a Metro store. Metro have told us that Ms S and another signatory completed this transaction in store. As the funds were paid into Ms S's account at another bank, I'm satisfied that Ms S received these funds.

This accounts for all the money Ms S paid into the account since it was opened, other than a balance remaining of approximately £5.

I'm sorry to disappoint Ms S but I can't see that Metro has acted unreasonably in honouring the cheques that were presented on Ms S's account or by allowing the faster payment to be made. And, as I think it's most likely that Ms S authorised all of the transactions on her account, I can't fairly ask Metro to refund her.

My final decision

My final decision is that I don't uphold this complaint against Metro Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 30 September 2022.

Lisa Lowe
Ombudsman