

## **The complaint**

Mr K is unhappy with the length of time it took Metro Bank PLC to send money to him that had credited a previously closed account.

## **What happened**

Mr K closed his Metro account in June 2023. After the closure, payments of £37.00 and £28.00 were incorrectly allowed to credit the account by Metro, on 7 July and 1 August 2023 respectively.

Metro didn't notice the account credits for several months. But on 28 June 2024 they sent a cheque to Mr K for £68.78. This amount represented the combined amount of the two payments (£65) plus 8% interest on that combined amount, minus tax, for the time that Metro had held that money without Mr K's knowledge.

Mr K contacted Metro and asked about the cheque that he'd received. Upon learning that it was a reimbursement of money received into his closed account, Mr K raised a complaint with Metro as he wasn't happy with the length of time it had taken Metro to return his money to him.

Metro responded to Mr K and apologised for what had happened and enclosed a cheque for £75 as compensation for any trouble and upset Mr K may have incurred. Mr K wasn't satisfied with Metro's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that Metro's payment of Mr K's money to him along with 8% interest, as well as the apology and payment of £75 compensation, already represented a fair outcome to what had happened. Mr K disagreed, and so the matter was escalated to an ombudsman for a final 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.

Where a business accepts that it has deprived a complainant of the use of their funds, as Metro have accepted in this instance, this service would generally expect that business to reimburse the money in question to the complainant along with 8% simple interest.

Metro have done that here, and in paying 8% interest to Mr K I'm satisfied that Metro have most likely provided a better interest return for Mr K on his money than he would have been able to achieve elsewhere. Accordingly, I don't feel that there is any further corrective action that Metro should fairly or reasonably be expected to take in this regard.

Additionally, alongside corrective action, this service would also generally expect a business provide compensation to a complainant for any upset or inconvenience they may have incurred because of not having access to their money.

In this instance, Metro have paid £75 compensation to Mr K. This feels fair to me, and I'm

satisfied that it, alongside the reimbursement of the money to Mr K with 8% interest, does provide a fair outcome to this complaint.

In taking this position, I've considered the impact of what happened here on Mr K. This includes that Mr K appears to not have missed or been impacted by the absence of these two credit amounts and to have been unaware that these credits had been made to his closed Metro account until he received the cheque from Metro. And this means that I feel that the impact on Mr K here has been relatively minimal, given that it relates to Mr K being deprived of a fairly small amount of money that he appears to have not been troubled by.

Mr K has explained to this service that he's unhappy that Metro sent him a cheque, which he had to travel to a branch to encash. And Mr K has explained that he has medical conditions that make travelling to a branch very difficult for him.

However, Metro have demonstrated to my satisfaction that while they did have vulnerability markers recorded for Mr K, they weren't made aware that Mr K would have difficulty encashing a cheque. Metro have offered to cancel the cheque and make the payment by bank transfer instead, but Mr K has since confirmed that he has been able to cash the £75 compensation payment cheque.

I'm pleased that Mr K has been able to receive the compensation that Metro paid to him, and I don't feel that there is any further action that Metro should fairly or reasonably be instructed to undertake in this regard.

All of which means that I won't be upholding this complaint or making any further instructions to Metro here. This is because I'm satisfied that the action that Metro has already taken, as described above, already represents a fair outcome to this complaint.

I realise this won't be the outcome that Mr K was wanting. But I trust that he'll understand, given all that I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 November 2024.

Paul Cooper  
**Ombudsman**