

The complaint

Mr H complains about Metro Bank PLC. He says that it failed to protect him from a scam and would like it to refund the money he has lost.

Mr H's complaint has been referred to this service by a professional representative, but for the sake of readability, I will mainly just refer to Mr H.

What happened

In 2023, Mr H was introduced by a friend to an investment firm that I will call B. B seems to actually be two companies with slightly different names, but for simplicity I will refer to both of them as B.

Mr H says that he thought he was investing into various funds and he would receive a monthly return. Mr H sent around £9,000 in January 2023 to a crypto exchange in four payments. The funds were then converted into crypto and were forwarded to B. When the promised returns did not materialise, Mr H complained to Metro as he felt it should have protected him from what he feels was a scam when he made the payments from his account. Metro considered Mr H's complaint, but did not agree to refund the payments in question.

Unhappy with this outcome, Mr H brought his complaint to this Service.

Our Investigator looked into this matter and they did not think that there was sufficient evidence that B was a scam. And instead, they felt it was more likely this was an investment that failed. They also did not think that any intervention from Metro would have prevented Mr H from sending the funds to B.

Mr H's representatives responded to the view saying they and Mr H disagreed with the Investigator. As an informal agreement could not be reached, the complaint has been passed to me 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.

Mr H's representatives have written at some length about the issues surrounding this case. I may not comment on everything they have told us, nor every individual point raised. I want to reassure both parties though, that this doesn't mean I consider things unimportant, nor that I haven't reviewed everything. While I've carefully thought about all of the information on the case, I'm going to focus on what I consider the crux of this complaint and the key facts. This reflects the informal nature of our service.

It isn't in dispute that Mr H authorised the payments he made to B. Because of this, the starting position – in line with the Payment Services Regulations – is that he is liable for the transactions.

In broad terms, the starting position is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer's account. But there are circumstances when it might be fair and reasonable for a firm to reimburse a customer, even when they have authorised a payment.

I should highlight that from what I have been provided with, I do not think that there is sufficient evidence that B was a scam. It appears that both versions of B were, and seem to still be, regulated and my understanding is that some of B's customers did receive returns on their investments.

I note Mr H's representatives comments in relation to certain conduct issues that seems to have been carried out by B, which it states shows that B was a scam. I have carefully considered these points, but I don't think there is enough to show that B were scammers at the time the payments were made. So given that I don't think that this was a scam Metro are not liable to refund the payments in question.

But even were I satisfied that B was a scam I would only be able to ask Metro to refund the payments in question if a proportionate intervention would have prevented Mr H from sending the funds to B. I don't think that this is the case here.

A proportionate intervention would have been from Metro would have been a written warning setting out the general features of crypto scam during payment 2 and a human intervention on payment 4.

In relation to a general warning setting out the features of crypto scams, I don't think that this would have resonated with Mr H. B did not share many of the features of a crypto scam, there was no remote access software being used; Mr H was not approached via social media; B was not fronted by a deep fake celebrity advert; and most importantly B was regulated.

Moreover, Mr H had attended webinars and had met people who had successfully invested and received profits from B.

In relation to a human intervention the type of questions I'd expect Metro to have asked would include: how Mr H found the investment, what return he had been offered and what checks he had done on B. Metro also may have asked what documentation Mr H had received in relation to the investment.

But, even if Metro had asked the type of questions I would've expected, I'm not satisfied that it would've prevented Mr H from making the payments or prevented his loss.

I say this because the information available about B at the time of the payments, suggested that they were legitimate firms that were regulated. The promised returns were high, but not in my opinion, in the too good to be true range for a risky investment. The documentation about the firm looked professional as well. And Mr H had met with people who said they'd received returns on their investments, which clearly gave him the reassurance to proceed with the investment.

So, even if Metro had asked open probing questions at the time of the payments, I'm not satisfied that they would've been concerned by the information Mr H would've given them. On that basis, I don't think they acted unreasonably in processing Mr H's payment instruction, and I'm not satisfied that they could've prevented his loss.

I have considered whether Metro could have recovered the fund. But as the funds were sent via a crypto exchange account in Mr H's own name, the Contingent Reimbursement Model does not apply. I also don't think the funds could have been recovered from the crypto exchange account, as the funds had already been sent to B. So I don't think that Metro could have recovered the funds.

I'm really sorry to disappoint Mr H, as he says he has lost a significant amount of money. But I'm not satisfied that I can fairly ask Metro to refund him based on the evidence that has been presented to this service.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 September 2025.

Charlie Newton
Ombudsman