

The complaint

Ms G is unhappy Metro Bank PLC (“Metro”) hasn’t reimbursed her after she fell victim to an employment scam.

What happened

The details of the complaint are well known to both parties, so I won’t go into too much detail again here. However, in summary, Ms G has been the victim of a scam. She was tricked into sending £4,110, across a series of three payments, from her Metro account to another account in her own name and then on to a scammer. Ms G had been tricked into believing she was sending funds as part of an employment contract and that this amount would later be returned to her plus commission.

Ms G made the payments online so there was no interaction with anyone from Metro. However, Ms G feels that Metro should’ve identified the payments she was making as suspicious and discussed them with her before they were allowed to leave her account. Ms G believes that had Metro done so, the scam would’ve come to light, and she wouldn’t have lost her money.

Metro doesn’t agree. It said the payments initially went to an account in Ms G’s own name and so it wasn’t responsible for her loss. It also said there wasn’t anything it could’ve done to recover Ms G’s funds after she reported the scam either, because the funds had already been removed from Ms G’s other account and sent on to the scammer.

Ms G disagreed with what Metro said and brought her complaint to this service. One of our investigators looked into things.

Our investigator didn’t uphold the complaint. They said there wasn’t anything about the payments that meant Metro should’ve questioned them at the time. They also agreed that there wasn’t anything Metro could’ve done to recover Ms G’s funds.

Ms G didn’t agree with the investigator’s findings and as an informal agreement could not be reached, the case 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.

In deciding what’s fair and reasonable, I’m required to take into account relevant: law and regulations; regulators’ rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

I'm really very sorry to hear about what's happened to Ms G. I have significant sympathy for the situation she has found herself in. But having thought very carefully about what she's told us happened at the time and Metro's actions, I don't think it would be fair and reasonable for me to hold Metro liable for her loss. I'll explain why.

It is accepted that Ms G authorised the scam payments herself. So, although she didn't intend the money to go to the scammers, under the Payment Services Regulations and the terms and conditions of her account, Ms G is presumed liable for her loss in the first instance.

Where a valid payment instruction has been received, Metro's obligation is to follow the instructions that Ms G has provided. However, there are circumstances where it might be appropriate for Metro to take additional steps or make additional checks before processing a payment in order to help protect its customers from the possibility of financial harm from fraud. An example of this would be when a payment is sufficiently unusual or uncharacteristic when compared with the usual use of the account.

In such circumstances, I'd expect Metro to intervene and ask some questions about the intended payment(s) before processing. So, I've first thought about whether the payments Ms G made could be considered out of character and unusual when compared with her usual account activity.

The first payment Ms G made amounted to £1,060. This was followed by a second payment of £450 over a week later and a final payment of £2,600 eleven days after the second. I've reviewed Ms G's account statements for the months leading up to the scam, and whilst I agree that the final payment at least is a little higher than the payments Ms G usually makes from this account, I don't think any of the payments were remarkable enough to have stood out to Metro.

The payments are for relatively modest amounts and they aren't inherently suspicious when considering that it is quite common for customers to process transactions up to this amount on a daily basis. The payments are also spread out over a couple of weeks.

So, overall, I'm not satisfied that the scam payments should have stood out or looked so unusual when compared to Ms G's genuine account activity that they should've prompted further checks by Metro before they were allowed to leave this account.

I have to stress that, at the time, Metro wouldn't have known that Ms G was making payments at the request of a scammer. It is now only with the benefit of hindsight that we know that the payments were being made as the result of a scam. Banks have to strike a balance between processing payments as per their customer's instructions and monitoring accounts for unusual and potentially harmful activity. And I don't think it would be fair to say that Metro should've identified the payments Ms G made as suspicious enough to warrant further checks.

I've also thought about whether Metro could've done more to help Ms G once it was notified of the scam but I don't think it could. The funds had already been moved on from Ms G's account to the scammer and so there wasn't anything Metro could've done to recover the funds.

Finally, I want to say again that I am very sorry I had to hear about what has happened to Ms G. But at the same time, I don't think her loss was caused by any specific failing on behalf of Metro. The fault here lies with the cruel and callous acts of the scammers themselves.

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 Ms G to accept or reject my decision before 14 October 2025.

Emly Hanley Hayes
Ombudsman