

## The complaint

Mr M complains Metro Bank PLC unfairly blocked access to his account and provided poor service.

## What happened

The facts of the complaint are well known to both parties, so I will only provide a summary of the key points.

On 8 May 2024 Mr M attempted to make a transfer from his savings account with Metro. This flagged with Metro's internal system, and it placed a restriction on the account whilst it could conduct a review.

In early June 2024 Mr M contacted Metro to query the block on his account. Mr M was unable to pass the identification checks. Mr M contacted Metro twice more in June, and on 18 June 2024 he attended branch and the restriction on the account was removed. Mr M was able to make the transfer on 21 June 2024.

Mr M raised a formal complaint about the handling of his account by Metro and the service he received. In particular Mr M explained Metro had failed to take into account his additional needs and disability when it asked him to attend branch.

Metro reviewed his concerns and in its final response letter dated 6 September 2024 it explained it blocked Mr M's account in order to safeguard it. However, it accepted that Mr M should've been pro-actively contacted on 8 May 2024 to explain the account restriction. Metro said the delay in contacting Mr M impacted the time the account was blocked for, and it offered Mr M £100 for the distress caused by this error.

Mr M remained unhappy and referred his complaint to our service. In his submissions Mr M explained the block had an adverse impact on him both emotionally and financially. In particular Mr M explained the insistence on in person verification was impractical due to the distance of the branch and Mr M's disabilities and reliance on his partner to assist him with the process. Mr M felt he was a victim of discrimination by Metro, as it failed to adapt its processes to meet his needs. In order to put things right Mr M wanted a formal apology from Metro and compensation for the distress, frustration and inconvenience caused. Mr M asked for compensation for the unpaid leave his partner had to take, and the travel costs incurred. Mr M explained he wanted reassurance these issues would not reoccur again.

An Investigator reviewed Mr M's concerns and gathered the relevant evidence. In summary they found:

- Metro Bank acted in line with the account terms and followed their legal and regulatory duties when it reviewed and blocked Mr M's account.
- Metro wasn't aware of Mr M's additional support needs, so Metro was unaware of the challenges posed to Mr M by its requirement he attend branch.
- There wasn't evidence to suggest Metro treated Mr M unfairly in the circumstances.
- Metro accepted its communication with Mr M should've been better when the account

was initially restricted. The £100 offer from Metro is reasonable.

Mr M disagreed with the outcome reached and asked for am ombudsman's 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.

I appreciate Mr M was disappointed by the Investigator's opinion. I'd like to reassure Mr M that I've considered the whole file and what's he's said. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

Having looked at the complaint fully, my review of the evidence has led me to the same overall conclusions as the Investigator previously set out and for much the same reasons. I will explain why.

## Account restriction

I'll start by setting out some context for the review of Mr M's account. UK legislation places extensive obligations on regulated financial businesses. Financial institutions must establish the purpose and intended nature of transactions as well as the origin of funds, and there may be penalties if they don't. This applies to both new and existing relationships. These obligations override all other obligations.

In Mr M's case the review of the account was prompted by Mr M's attempt to make a transfer from his savings account. Metro will have a set of internal triggers and checks in place, and when these are flagged additional checks will need to be conducted. The account terms and conditions also allow Metro to conduct checks on the account and restrict it, in order for it to meet its legal and regulatory duties. So I'm satisfied Metro was complying with these obligations when it reviewed Mr M's account.

I appreciate Mr M's comments that the restriction had an adverse impact on him, as he was unable to make the transfer or use the account. I do appreciate this matter would've caused him difficulty, and as the impact of an account restriction can be significant, I would expect Metro to act in a timely manner. Metro has accepted that it should've informed Mr M of the restriction as soon as it was applied in May. It says this would've allowed Mr M to attend branch sooner, the account would've been functional again sooner than it was. Metro has offered Mr M £100 for this failing. Having considered the timeline of events, and the impact o Mr M, I consider this to be fair compensation, and in keeping with our service's approach to putting things right.

# **Identity Verification**

A key concern for Mr M is Metro's requirement that he attend branch for ID verification, which would then allow it to remove the account restriction. Mr M attempted to complete ID checks on the phone, but as this wasn't successful a branch visit was required.

Mr M has detailed his health issues, and I understand this made attending branch particularly challenging. Mr M has my sympathy, and I am sorry to learn of the challenges his health presents. However, I consider Metro's request for Mr M to attend branch with

identification to be fair and necessary. I say this because Metro has regulatory duties to adhere to before the account can be unblocked, and it is important Metro complies with these.

Mr M says Metro failed to take on board his support needs when it asked him to attend branch. I've looked carefully at the information Metro held about Mr M at the time, and I can't see that it was aware Mr M would face challenges attending branch. This means it wouldn't have been in a position to adapt its process to meet his needs. Mr M also says he feels discriminated against as Metro treated him poorly given his disability. While I can appreciate this Mr M's perspective, it is not my role to decide whether discrimination has taken place — only the courts have the power to decide this. I have, however, considered the relevant law in relation to what Mr M has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010 (The Act). And after looking at all the evidence, I've not seen anything to suggest that Metro treated Mr M, unfairly.

While I appreciate how Metro restricting the account and asking Mr M attend branch made Mr M feel, I have to consider if other customers in similar situations would have been treated the same way. Having looked at all the evidence, I haven't seen anything to show that Metro would have treated another customer with similar circumstances any differently than Mr M. Based on the information I've seen Metro has based its decision on legal and regulatory factors. So, I can't say Metro treated Mr M unfairly because of his disability.

Mr M has also raised general points regarding the conduct of Metro and the service it provides. It might be helpful for me to say here that, I don't have the power to tell Metro how it needs to run its business, and I can't make it change its systems or procedures – such as how it safeguard accounts or what it needs to do to ensure it meets any obligations surrounding this. These are commercial decisions and not something for me to get involved with. Nor does this service supervise, regulate or discipline the businesses we cover. And my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the regulator, in this case the Financial Conduct Authority (FCA). So whilst I appreciate Mr M's strength of feeling regarding the issues he faced with Metro, I am unable to comment on them in the way Mr M is seeking.

As highlighted above, Metro should've taken pro-active steps to communicate the account block to Mr M when it was first applied. I consider its compensation of £100 to reflect the impact of this delay to be reasonable. I understand Mr M doesn't feel this amount effectively reflects the impact the block and poor service had on him. Reaching an award for distress and inconvenience is seldom straightforward. The issues involved are subjective by their very nature and the impact on the consumer can be difficult to determine. Our awards are not intended to be punitive for businesses, and their fundamental aim is to recognise the impact on a consumer where there have been shortcomings. Having considered the timeline of events, and Mr M's comments I consider compensation of £100 to be fair.

I know this will not be the outcome Mr M was hoping for, and he will be disappointed with the decision I've reached. But I hope my decision provides some clarity around why I won't be asking Metro to take any further action.

# My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 November 2025.

Chandni Green Ombudsman