

The complaint

Ms B complains that Metro Bank PLC (Metro Bank, hereinafter) hasn't refunded the losses she's incurred when falling victim to a romance scam.

What happened

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. In summary, Ms B met the scammer on an online dating site around February 2024. Ms B communicated with the scammer on the dating site at first, and later via email.

The scammer purported to be working on an oil rig in the middle of the ocean as an independent contractor. After about two months of regular contact, the scammer asked Ms B for her help to purchase an expensive work tool. They provided an invoice for £12,000 and promised they would return the money to Ms B within two weeks.

So, Ms B set up an account in her own name with a Payment Service Provider that I'll refer to as R and sent funds to this from her Metro Bank account and another bank account. She then sent the funds to the scammer from her account with R.

Ms B made the following payments from her Metro Bank account:

3 April 2024	£4,003.59 (debit card payment to Ms B's account with R)
4 April 2024	£1,788.70 (debit card payment to Ms B's account with R)

Ms B funded the scam payments via a credit card payment and some of her savings held in other accounts.

Ms B realised that she'd fallen victim to a scam when the scammer didn't return the money when they had promised to and after contacting the merchant named on the invoice.

Ms B referred the complaint to Metro Bank and asked to be refunded, but Metro Bank said that, as her funds went to an account in her own name and control with R, Ms B should raise a complaint with R instead. Metro Bank said it could not be held liable for Ms B's losses in this instance.

So, Ms B referred the complaint to the Financial Ombudsman Service.

Our Investigator found that the scam payments were unusual and out of character and if Metro Bank had intervened, it would have unveiled the scam, so it should refund Ms B.

However, as Ms B had never met the scammer in person and she hadn't taken enough steps to verify their genuine identity before sending a substantial amount of money to them, she should share liability with Metro Bank in equal measure.

Metro Bank disagreed with our Investigator's view on the basis it was only an intermediary in the scam and that Ms B should have raised a complaint against R instead. As such, it shouldn't be held liable for Ms B's losses.

I've issued a provisional decision on 22 December 2025. Below is what I said.

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don't doubt Ms B has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean Ms B is automatically entitled to recompense by Metro Bank. It would only be fair for me to tell Metro Bank to reimburse Ms B for her loss (or a proportion of it) if:

- I thought Metro Bank reasonably ought to have prevented all (or some of) the payments Ms B made, or*
- Metro Bank hindered the recovery of the payments Ms B made*

whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Metro Bank treated Ms B fairly and reasonably in its dealings with her, when she made the payments and when she reported the scam, or whether it should have done more than it did.

Having done so, I've decided to not uphold Ms B's complaint. I know this will come as a disappointment to Ms B and so I will explain below why I've reached the decision I have. I have kept in mind that Ms B made the payments herself and the starting position is that Metro Bank should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance.

I appreciate that Ms B did not intend for her money to ultimately go to fraudsters – but she did authorise these payments to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the 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 – Metro Bank should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and preventing fraud and scams.*
- Have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which payment service providers are generally more familiar with than the average*

customer.

- *In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*
- *Have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so.*

So, I've thought about whether the transactions should have highlighted to Metro Bank that Ms B might be at a heightened risk of financial harm due to fraud or a scam.

Whilst I accept the Investigator's finding that the scam payments were much higher value than earlier genuine activity from the account, I must keep in mind the payments were made to R, which is an international money remittance provider.

This doesn't mean the payments should automatically be treated as suspicious, particularly when it's not unusual for larger payments to be sent internationally. In light of this, I do not think the value of the individual payments were remarkable enough to have caused Metro Bank any concern.

Nor do I consider enough of a pattern was formed here to suggest Ms B might be at a heightened risk of financial harm due to fraud or a scam, as the payments were made on separate days and weren't in quick succession. This means I can't say Metro Bank should have been on notice Ms B may be at a heightened risk of financial harm between the first and the second payment either.

Whilst I accept that some large credits were received into the Metro Bank account before the payments were made, I didn't think the individual amounts of the credits or their source to be suspicious, as customers do often use credit cards to make larger one-off payments from time to time.

I've also considered that the scam payments didn't leave the account overdrawn and that, whilst the account balance was very small after they were made, this was a regular occurrence for the account in the six months prior to the scam.

Due to the reasons I have outlined above, I am not persuaded Metro Bank ought to have intervened on either scam payment and, therefore, I can't hold it responsible to refund Ms B's losses.

Recovery

Ms B's representatives confirmed the scam wasn't reported to Metro Bank until a few months after the payments were made. Moreover, Ms B confirmed the payments went to her account with R, and from there, she sent them to the scammer's account.

Based on the above, I don't think Metro Bank had any prospects of recovering any of Ms B's losses from the beneficiary, as Ms B had already transferred the funds to the scammer by that point. Therefore, I won't ask Metro Bank to do anything further.

The Contingent Reimbursement Model Code

Although Metro Bank has signed up to the Contingent Reimbursement Model Code, the transfers Ms B made from her Metro Bank account aren't covered by the Code because she made the payments between accounts in her own name and control and not to another person. Moreover, the Code doesn't apply to card payment, such as in this case. I cannot fairly and reasonably say that Metro Bank should have to refund payments under the Code when it doesn't apply here."

Metro Bank hasn't responded to my provisional decision.

Ms B's representatives responded to my provisional decision for the reasons below:

- There was a stark contrast between the genuine account activity and the value of the scam payments;
- R, whilst being a genuine money remittance company, is frequently used by scammers, so Metro Bank should have been concerned about the beneficiary and be on the lookout for fraud;
- There was a sudden stark increase in credits into the account just before the scam payments, which should have warned Metro Bank;
- The first scam payment was above £3,000, which even when taken alone, should have warranted Metro Bank to intervene.

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'm very sorry for what has happened to Ms B and I recognise the impact this scam has had on her and her finances.

I've given careful thought to Ms B's representatives' arguments to my provisional decision. However, even when taken together, they don't change my opinion of how this complaint should be fairly and reasonably resolved.

I'll explain why.

Firstly, I have already explained in my provisional decision the regulatory framework under which banks are expected to be on the lookout for unusual activity in their customer's account. But, as Ms B's representatives have rightly pointed out, there is no set rule on the minimum payment amount requiring a bank to block and intervene on a customer's payment.

I do accept that the scam payments were much higher in value than genuine payments Ms B had been making from her Metro Bank account in the months leading up to the scam.

However, it's crucial to set the right balance between enabling banks to carry out their function as payment service providers and protect their customers from the risks of financial harm. And I must take into account that Metro Bank will have overseen and processed thousands of genuine transactions with features similar to those of Ms B's ones, by the time it processed her payments.

Even if I don't dispute that this will have been a lot of money for Ms B, I'm persuaded that the individual value of the scam payments in this case was not so high and out of the ordinary to warrant intervention on that basis alone.

So, I've then looked at whether there were other factors that, taken together with the payments' value, should have meant Metro Bank should have intervened.

With regards to the payment pattern, I note that the second scam payment was significantly lower in value, and that it took place well over 24 hours after the first one. So, I'm not persuaded that the payments were made in close succession enough that a fraudulent pattern had emerged.

With regards to the beneficiary, I disagree that Metro Bank should have taken a more stringent fraud detection approach simply because it was R. R is a very well-known and long-established international money remittance provider with millions of customers worldwide.

In fact, R being the beneficiary actually further justifies Metro Bank's lack of intervention. Customers often make high value payments when sending money abroad, so the value of Ms B's scam payments would have been well in line with that established customer behaviour.

And for very much the same reason, I don't believe that crediting the account from several sources, such as credit cards or other accounts in the customer's name, before sending a larger than usual payment, should have raised any suspicion, as that is also an inherent part of making higher value transactions, from time to time.

For the above reasons, I don't think it was unreasonable of Metro Bank to process these payments for Ms B without blocking them, and I don't think it would be fair to hold it liable to refund Ms B for the losses she sustained.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 11 February 2026.

Daria Ermini
Ombudsman