

## **The complaint**

Mr F and Mr S say Metro Bank PLC (“Metro”) refuses to refund them for transactions on their account that they say were unauthorised.

## **What happened**

The facts of this case are well known to both parties, so I won’t repeat them in detail here.

In short, Mr F and Mr S say several transactions on their account between 29 November 2023 and 26 February 2024 via ApplePay were not authorised by them. The transactions in dispute were all to a popular food delivery service with which Mr S already had an account with. But he is adamant that he had never added his card to ApplePay and didn’t make these transactions, so they say Metro should refund these.

Metro says the evidence shows ApplePay was added to a known device on the account in October 2023. And this had only been added successfully after a one-time passcode (OTP) was sent to Mr S’s phone number and used to confirm the device set up. Metro says the evidence suggests Mr S or Mr F were responsible for these transactions themselves or have allowed someone else to carry them out on their known device. So, Metro refused to refund the transactions.

Our investigator considered this complaint and decided not to uphold it. Mr F and Mr S didn’t agree so 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

When considering what’s fair and reasonable, I’m required to take into account relevant law and regulations; the regulator’s rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Generally speaking, Metro is required to refund any unauthorised payments made from Mr F and Mr S’s account. Those rules are set out in the Payment Service Regulations 2017. Mr F and Mr S has said they didn’t carry out the transactions in dispute. I then have to give my view on whether I think they did authorise the transactions or not.

Mr F and Mr S say Mr S has an account with the merchant the payments were sent to, but that neither of them made the payments in dispute. They also say no one else has had

access to their devices and they haven't received any suspicious calls, texts or emails which could've been from a fraudster. Mr S says he did receive an SMS with an OTP, but he didn't use this anywhere and he doesn't know what this was for. They say these transactions must have been completed by a third party.

Metro has provided evidence that the transactions in dispute were made via ApplePay. It has also provided evidence that a virtual card connected to the account was added to ApplePay in October 2023. Metro says the ApplePay set up would've only been completed following an OTP being sent to Mr S or Mr F's phone. And Mr S acknowledges that he did receive a OTP. There is no evidence that a new device was added to the account around this time, so the ApplePay set up must have been completed on one of the registered devices on the account. This means whoever completed the transactions in dispute had access to Mr S or Mr F's device at these times to make the payments via ApplePay. However, the transactions would've also needed Mr F or Mr S's fingerprint, face ID or phone password to complete the payments. And as they say no one else has had access to this, it seems likely the transactions were carried out by Mr S or Mr F.

The payments in dispute were carried out over several months, for varying amounts to the same food delivery company. Mr S has provided details of his account with the company in question, and I can see orders placed which match the amounts and dates of the disputed transactions, as well as other orders paid via a different method. So, the evidence shows that Mr S placed delivery orders for the amounts on the dates in question via this merchant. Therefore, it seems likely that he made these payments using the ApplePay on one of their devices.

I know this outcome will come as a disappointment to Mr S and Mr F but I have not found enough persuasive evidence that the transactions in dispute were unauthorised. Metro Bank PLC and the investigator felt this complaint could not be upheld, and from the evidence I've seen I agree that this complaint should not be upheld. So, I am not asking Metro to do anything further.

### **My final decision**

For the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mr S to accept or reject my decision before 30 June 2025.

Sienna Mahboobani  
**Ombudsman**