

## The complaint

Mrs U complains about Metro Bank PLC.

She says that she has fallen victim to a scam and would like Metro to refund her the money she has lost as a result.

## What happened

Mrs U unfortunately fell victim to a job scam - she was contacted by an individual claiming to work for a recruitment agency, and was told that she could earn an income as a 'reviewer' – making reviews for developers' applications to help them reach a wider audience, and that the role would be remote and straightforward, earning between £50-£300 per day.

Mrs U would need to purchase 'tasks' to complete the reviews and would do so via cryptocurrency.

She realised she had been the victim of a scam when the 'platform' she was using to purchase and complete tasks kept going into a negative balance and she was required to keep topping it up. She queried this with the scammer, but they cut contact with her. By this point, the following payments had been made.

Payment	Date	Payment type	Amount
1	10/09/2023	Faster payment	£841.81
2	11/09/2023	Faster payment	£416
3	11/09/2023	Faster payment	£2,482.62
4	11/09/2023	Faster Payment	£5,470.32
5	12/09/2023	Faster payment	£1,628
6	12/09/2023	Faster payment	£1,628
7	12/09/2023	Faster payment	£814
8	12/09/2023	Faster payment	£906.79
9	12/09/2023	Faster payment	£1,628
10	12/09/2023	Faster payment	£1,628
11	13/09/2023	Faster payment	£1,624.81
12	14/09/2023	Faster payment	£4,878.81
13	15/09/2023	Faster payment	£3,264
14	15/09/2023	Faster payment	£2,445
15	16/09/2023	Faster payment	£3,628
16	16/09/2023	Faster payment	£1,960.80
17	16/09/2023	Faster payment	£2,882.37
18	16/09/2023	Faster payment	£420 (refunded)
19	16/09/2023	Faster payment	£891 (refunded)
20	16/09/2023	Faster payment	£2,532.70

A complaint was made to Metro about what happened – but it only refunded her £1,311 (payments 18 and 19) – so the complaint was brought to this Service.

Our Investigator looked into things and thought that the complaint should be upheld in part – they said that Metro should have intervened on when payment 4 was made – and that this would have uncovered the scam. However, they also said that Mrs U hadn't taken enough care before parting with her money, and so Metro could reduce the refund by 50%.

Mrs U accepted this, but Metro didn't – and asked for a final decision to be made by an Ombudsman, so the complaint has been passed to me.

### **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.

Having done so, I've decided to uphold this complaint in part, for broadly the same reasons as our Investigator.

In broad terms, the starting position at law is that banks and other payment service providers (PSP's) are 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. And I have taken that into account when deciding what's fair and reasonable in this case.

Mrs U authorised the payments in question here – so even though she was tricked into doing so and didn't intend for the money to end up in the hands of a scammer, she is presumed liable in the first instance.

But this isn't the end of the story. As a matter of good industry practice, Metro should also have taken proactive steps to identify and help prevent transactions – particularly unusual or uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there is a balance to be struck: banks had (and have) obligations to be alert to fraud and scams and to act in their customers' best interests, but they can't reasonably be involved in every transaction.

Taking into account the law, regulator's rules and guidance, relevant codes of practice and what I consider having been good industry practice at the time, I consider Metro 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 banks are generally more familiar with than the average customer.
- 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
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.

- Have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

In this case, I need to decide whether Metro acted fairly and reasonably in its dealings with Mrs U when she authorised payments from her account or whether it could and should have done more before processing them.

Looking at the payments in question, I don't think that payments 1-3 required any intervention from Metro – they payments weren't particularly large, or otherwise suspicious, and businesses can't be expected to intervene in every such payment.

However, by the time Mrs U made payment 4, she had paid out over £8,000 in one day, and I think that this should have caused some concern to Metro, given how the account was used previously.

With this in mind, I think that Metro should have got in touch with Mrs U to discuss the payments she was making, and to gather some information from her – the objective being to uncover a fraud or scam. I haven't seen anything to suggest that Mrs U was told to lie about what she was doing, so I think that she would have explained to Metro that she was making the payments to purchase tasks for her new job. This would have been an instant red flag to Metro, who by this point would have been aware of the prevalence of job scams, and it should then have provided her with a warning about what she was doing, and why it suspected that she was very likely being scammed. Had it done so, I don't think that Mrs U would have ignored such a warning, and I don't think that she would have continued to make the payments. So, Metro missed an opportunity to intervene.

That said, I do agree with our Investigator that Mrs U was not as careful as she should have been before parting with her money – and that responsibility for the loss should be shared on a 50% basis between Mrs U and Metro.

I say this because it doesn't appear that Mrs U undertook any checks into what she was doing before agreeing to pay money for this role. There was no persuasive paperwork or contract which would be expected for a legitimate job opportunity – and the role appears to have been offered to her without any interview process or application taking place. It is also highly unusual to have to make payments in relation to a job role – and the remuneration offered seemed suspiciously high for the task required of her.

I understand that Metro say that it wasn't the point of loss, as the funds went to a payment processing account which it says would have been in Mrs U's name – so it feels that the payments are 'me to me' payments. Mrs U has told this Service that the account with the payment processor was in the name of the scammer – but even if this isn't the case and Mrs U was duped into opening her own account without realising, Metro should have been aware of the prevalence of multi-stage fraud by the time Mrs U made the payments, so I still think it could have prevented the loss from payment 4.

**Putting things right**

Metro Bank PLC should refund 50% of the payments from payment 4 (not including the two payments already refunded) and on top of this, pay Mrs U 8% simple interest from the date of the payments until settlement (less any lawfully deductible tax).

**My final decision**

I uphold this complaint in part. Metro Bank PLC should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs U to accept or reject my decision before 17 July 2025.

Claire Pugh  
**Ombudsman**