

The complaint

Mr Y complains that Metro Bank PLC (Metro) is refusing to refund him the amount he lost as the result of a scam.

Mr Y is being represented by a third party. To keep things simple, I will refer to Mr Y throughout my decision.

What happened

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Mr Y saw an advertisement for a company I will call "X" online offering training and investing in cryptocurrency. Interested in the opportunity Mr Y agreed to purchase a training package at a relatively low cost on 4 July 2023.

Mr Y tells us that having paid the initial amount he received a short online virtual course and was able to invest his funds in X's platform.

Around two weeks later Mr Y received a telephone call offering an investment opportunity with X that appeared too good to be true. Mr Y declined the offer and requested a refund.

X then called Mr Y again and was more convincing, Mr Y then agreed to start making investments and sent multiple payments in relation to the scam as listed below: Mr Y was required to download screensharing software so he could be assisted by X in the investment process.

Mr Y later realised he had fallen victim to a scam.

Mr Y disputed the following payments made from his Metro account:

Payment	Date	Payee	Payment Method	Amount
1	31 July 2023	Individual	Transfer - refunded	£2,500.00
2	2 August 2023	XAPO – Mr Y	Transfer - refunded	£4,000.00
3	2 August 2023	XAPO – Mr Y	Transfer - refunded	£4,000.00
4	2 August 2023	XAPO – Mr Y	Transfer - refunded	£5,100.00
5	3 August 2023	XAPO – Mr Y	Transfer	£5,100.00
6	3 August 2023	XAPO – Mr Y	Transfer	£5,000.00
7	4 August 2023	XAPO – Mr Y	Transfer	£5,000.00
8	4 August 2023	XAPO – Mr Y	Transfer	£6,500.00
9	4 August 2023	XAPO – Mr Y	Transfer	£3,600.00
10	8 August 2023	XAPO – Mr Y	Transfer	£17,000.00
11	10 August 2023	Mr Y	Transfer	£9,000.00
12	10 August 2023	XAPO – Mr Y	Transfer	£9,500.00
13	11 August 2023	XAPO – Mr Y	Transfer	£5,650.00
14	12 August 2023	XAPO – Mr Y	Transfer	£7,500.00

Metro agreed to refund the first four payments Mr Y disputed but wouldn't refund anything further.

In my provisional decision sent in May 2025 I said:

"It has not been disputed that Mr Y has fallen victim to a cruel scam. The evidence provided by both Mr Y and Metro Bank sets out what happened. What is in dispute is whether Metro Bank should refund the money Mr Y lost due to the scam.

Recovering the payments made from Mr Y's account with Metro

Other than payment 1, that has already been refunded all the other payments made from Mr Y's account with Metro were made to another account in his own name that he held elsewhere. If there were any funds remaining to be recovered in those other accounts Mr Y would remain in control of them.

So, I don't think Metro had any options available to it to recover the disputed payments.

Should Metro Bank have reasonably prevented the payments made from Mr Y's Metro account?

There appears to be some confusion over whether Mr Y authorised the disputed payments. However, the payments made from his Metro account were funded from transfers made from other accounts he held at other providers. At the time the payments were made several calls took place between Mr Y and those providers. Although Mr Y's memory of what happened may not be as clear, I am satisfied that Mr Y was at least aware of the payments and therefore they will be treated as authorised.

However, banks and other Payment Services Providers (PSPs) do have a duty to protect against the risk of financial loss due to fraud and/or to undertake due diligence on large transactions to guard against money laundering.

The question here is whether Metro should have been aware of the scam and intervened when the payments were made. And if it had intervened, would it have been able to prevent the scam taking place.

Mr Y was sending significant amounts from his Metro account and by the time he had made payment 3 he had sent two payments the same day totalling £8,000 I think this should have caused Metro to have concerns and it should have intervened.

Although Metro did not intervene when the disputed payments were made, as I think it should have, I don't think an intervention would have made a difference. I will explain why.

Although Metro bank did not intervene when payments were made other banks did.

On 7 July 2023 Mr Y attempted to make two payments from an account he held elsewhere, the second payment was stopped, and a call took place between Mr Y and that bank. During this call Mr Y confirmed:

- *The payment was going to his own account*
- *He had not downloaded screensharing software*
- *He was making the transfer as he could use the other account abroad without charges*
- *He had opened the other account on advice of a friend he had known for many years*

When questioned further Mr Y was told that the account he was sending funds to is known for cryptocurrency. Mr Y was clear that he was aware of that, but he was not using the account for that purpose.

On 3 August 2023 another call took place with a different bank regarding payment 1 listed above. Mr Y said he had now made the payment from his Metro account. When questioned further Mr Y said he had made the payment to help a friend that needed funds for medical expenses. Mr Y said he had known the friend for many years and had obtained the bank details by speaking with the friend over the phone.

It's clear from listening to recordings of these calls that Mr Y gave incorrect information to the banks to have the payments processed and kept giving incorrect responses when questioned in more detail.

I don't have enough to say that Mr Y would have given any more honest responses had Metro intervened at any point. Giving false information would have made it very difficult for Revolut to uncover the scam as it did with the other two banks Mr Y made payments from.

With all the evidence considered I don't think Metro missed an opportunity to prevent the scam from taking place and it is not responsible for Mr Y's loss. As Metro has already offered to refund some of the payments Mr Y has disputed (which is more than I could ask it to do) it would not be reasonable for me to ask it to do any more."

Having sent my provisional decision, I gave both Mr Y and Metro time to respond.

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.

Mr Y responded to my provisional decision he said that in the call made on 7 July 2023 he answered the questions posed correctly as the payments were going to his own account and he made the payments to avoid bank charges, they were not part of the scam.

Mr Y also commented on the call that took place on 3 August 2023 that related to payment 1. He said the payment was in relation to a genuine money transfer made to help a friend and he is unsure as to why this has been included.

However, Mr Y has not been able to access the account he sent funds to, to show that the payments he made on 7 July 2023 were not made in relation to the scam.

And, when Mr Y first brought his complaint to us, he was very descriptive of what payment 1 was for. Mr Y said the scammer advised him that the previous payment he had made had been converted into Bitcoin and was too small to be converted back to pounds and therefore could not be refunded. Mr Y said the scammer suggested he should invest a further £2,500 to increase the investment so it could be refunded to him. Mr Y said he sent this payment on 31 July 2023 and that it passed through Metro bank without any intervention. Mr Y said the scammer provided with bank details to Mr Y for him to make the payment.

Considering the detailed account Mr Y gave of this payment and that he is unable to support his statements that the payments were genuine I don't have enough to say they were not made in relation to the scam and therefore I am not persuaded to change the outcome I reached in my previous decision outlined above.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 24 July 2025.

Terry Woodham
Ombudsman