

The complaint

Mr D and Mrs S complain that Metro Bank PLC won't refund the money they lost when they were the victims of a scam.

What happened

In February 2024, Mr D received a phone call from someone who said they worked for another bank he held an account with. The caller told Mr D that there had been suspicious activity on a joint account he held with Mrs S, and so they needed to take immediate action to prevent them losing their money.

Mr D says he was told to download remote access software so the caller could help him secure the account. But, after he did this, a number of payments were made sending money from the account with the other bank to Metro, and then on from two Metro accounts Mr D and Mrs S hold to an individual Mr D does not recognise. And Mr D says he did not make these payments.

I've set out the relevant payments below:

Date	Details	Amount
28 February 2024	from 1 st Metro account	£1,800
28 February 2024	credit into 2 nd Metro account	£9,800 credit
28 February 2024	from 2 nd Metro account	£2,499
28 February 2024	from 2 nd Metro account	£2,399
28 February 2024	from 2 nd Metro account	£2,350
28 February 2024	from 2 nd Metro account	£2,299
28 February 2024	from 2 nd Metro account	£2,199
28 February 2024	from 2 nd Metro account	£2,050
28 February 2024	from 2 nd Metro account	£999

The scam was uncovered after Mr D says he was unable to see the screen on his device due to the remote access software and the caller stopped responding to him. Mr D called the other bank, who said he had been the victim of a scam. And Mr D and Mrs S then reported the payments to Metro and asked it to refund the money they had lost.

Metro investigated and agreed to refund the £1,800 sent from the 1st Metro account, as well as £2,829.70 sent from the 2nd Metro account. And it was able to recover £2,156.30 from the account the payments were sent to. But it said the remaining £9,800 Mr D and Mrs S lost had come from their account with the other bank, so it should be the other bank's responsibility to refund this. Mr D and Mrs S weren't satisfied with Metro's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They were satisfied Mr D and Mrs S hadn't authorised any of the payments, and hadn't made a claim with the other bank. So they said Metro should refund the remaining payments as well. Metro disagreed with our investigator, 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.

Generally, a bank can hold a customer liable for disputed transactions on their account if the evidence suggests it's more likely than not that the customer authorised the payments – for example, by making them themselves or telling someone else they could make them. And the bank will then be liable for payments the customer has not authorised.

Metro appears to accept that Mr D and Mrs S didn't authorise the payments made from their accounts here. It's said it found that a new device was registered to Mr D and Mrs S' online banking account on the same day the payments were made, this new device used the same IP address as Mr D had previously used, and there was remote access to Mr D's device. So it said it's more likely than not that the fraudster made the payments. And I haven't seen conclusive evidence to suggest this is incorrect or that Mr D and Mrs S did authorise the payments.

Mr D and Mrs S have said that Mr D was told by the caller to download remote access software and that, after he did, payments were made from their Metro accounts that they didn't make themselves or authorise. They've also said that Mr D didn't give the caller any codes and wasn't asked to do anything further, but that he did have his banking security details stored in a file on the device the scammers had remote access to.

Taking all of this into account, I'm not persuaded the evidence shows that Mr D and Mrs S authorised the payments made out of their Metro accounts here. And so, as the payments should therefore be treated as unauthorised, I think Metro should refund them, in full.

Metro has argued that the other bank the £9,800 was initially sent from also has a responsibility to refund Mr D and Mrs S here, and so it should be held liable for these funds. But the fact that the money used to fund some of the payments made from the Metro accounts here came from potentially unauthorised payments from another bank does not alter the fact that the payments made out of Mr D and Mrs S' Metro accounts were unauthorised.

I don't think there is any point of law or principle that says that a complaint should only be considered against the firm that is the origin of the funds or the initial point of compromise. I'm satisfied Mr D and Mrs S haven't raised a claim with the other bank or received a refund from it in relation to these payments. And I'm also not persuaded it would be fair to reduce a consumer's compensation in circumstances where they have only complained about one respondent from which they are entitled to recover their losses in full, and have not complained against the other firm (and so are unlikely to recover any amounts apportioned to that firm).

Ultimately, I must consider the complaint that has been referred to me (not those which haven't been or couldn't be referred to me) and for the reasons I have set out above, I am satisfied that it would be fair to hold Metro responsible for the payments made from Mr D and Mrs S' accounts here.

My final decision

I uphold this complaint and require Metro Bank PLC to:

- Refund Mr D and Mrs S the amount of the remaining payments made from their account – totalling £9,800

- Pay Mr D and Mrs S 8% simple interest on this refund, from the date of the payments until the date of settlement

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs S to accept or reject my decision before 8 January 2026.

Alan Millward
Ombudsman