

## The complaint

Mrs K has complained that Metro Bank PLC won't refund the money she lost after falling victim to an alleged scam.

## What happened

Over the course of several months in 2023, Mrs K received over £70,000 in credits into her Metro account from another individual. She sent these funds on to an established cryptocurrency exchange via card payments.

During this period, Mrs K spoke to Metro a number of times about her account activity. For example, there were many conversations about her trying to put transactions through and letting Metro know she was expecting to receive sums of between £300,000 and £700,000.

In late 2024, Mrs K told Metro she was scammed. She says she was ordering medicine for a health condition from a US website. She says this initially cost £190, but then they kept asking for more money and she felt trapped into paying it. She says they took payment by crypto. She kept paying as she expected to receive the goods and she took their word for it that they would send it, or possibly because she felt threatened. She said she reported it to the police at the time, but she didn't have a police report and had deleted all her contact with the alleged scammers. She wanted to be reimbursed with £130,000.

Metro didn't think they were liable for Mrs K's alleged loss, pointing out that Mrs K had provided no evidence to support that a scam or loss happened, that her testimony contained numerous issues, and that the money allegedly lost had actually come from someone else.

Our Investigator looked into things independently and didn't uphold the complaint. Mrs K didn't agree, so the complaint's been passed to me to decide. I asked Mrs K for further information, but this wasn't provided.

I sent Mrs K and Metro a provisional decision on 25 June 2025, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*I could only potentially tell Metro to reimburse Mrs K for a scam loss if I found that a scam had actually happened to Mrs K and that she suffered a loss from it.*

*I don't have anything to substantiate that this alleged scam happened to Mrs K. She says she can't provide any of the messages, emails, invoices, receipts, or other contact or documents involved. She says the police deleted them as part of their investigation, but it is not likely or plausible that they'd access her devices to destroy evidence of a crime they were investigating for her. And Mrs K says she spoke to the police at length, yet she also had no record of ever contacting the police, and the crime reference number she provided appears to be invalid.*

*There are further reasons why the events Mrs K has described are not plausible. For example:*

- *Mrs K has not been able to evidence the medical condition which she says was officially diagnosed and caused her to need this medicine.*
- *The medicine in question is available for prescription or purchase in the UK, so it's unclear why she'd have needed or wanted to order it from the US at great expense.*
- *The amounts Mrs K sent don't match up to her testimony. For example, she said the cost was £190, and her first payment was to pay that cost, yet her first payment was for £500. And she tried to claim £130,000 of losses despite only sending about £70,000 to the crypto platform.*
- *Mrs K confirmed, more than once, the exact website address where the scam allegedly took place. But the website in question is an established genuine site run by a public figure, which doesn't match up to what Mrs K said happened there.*
- *From what Mrs K has said, it's not clear how or why she'd plausibly be trapped into paying these amounts; or how or why she could've plausibly been threatened with violence by a registered business on another continent who only had limited details about her and spoke to her in writing.*
- *Mrs K called Metro frequently during these months, and none of the conversations match up to what she says was happening.*
- *During that period, Mrs K kept telling Metro she was expecting to receive payments from the USA of between £300,000 to £700,000. That does not fit at all with her claim that she was just buying a small box of medicine to treat her condition.*

*Moreover, I don't have anything to substantiate that Mrs K suffered any loss. She received more in credits than she paid on, and has not answered key questions about her relationship or arrangement with the third party paying her. So for all I know, Mrs K made money here, or the loss was caused to the third party and not Mrs K. Further, Mrs K has not shown us her transaction records from the crypto exchange. So for all I know, the money is still there and available to her, or she sent it to another wallet of her own, or to an associate, or bought goods and services with it, and so on. I have no reasonable basis on which to conclude that Mrs K suffered any relevant loss here.*

*I'm afraid I must also point out that, in addition to the inconsistencies and implausible claims set out above, there are further reasons why I cannot treat Mrs K's testimony as reliable here. For example, she's admitted being untruthful in previous contact, she asked the bank for advice on how to lie to her partner, and multiple institutions have logged reports against her for various fraudulent misrepresentations.*

*With all that said, even if I were to conclude that Mrs K was somehow scammed here, and that Mrs K was the party who suffered a relevant loss – despite the evidence at hand – I'm afraid I still couldn't reasonably hold Metro responsible for that alleged loss. I'll explain.*

*It's not in dispute that Mrs K authorised the payments involved. So under the Payment Services Regulations she is liable for the loss in the first instance. Broadly speaking, Metro had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.*

*While Metro should have been on the lookout for payments which could be the result of fraud or scams, and it's arguable they should've made further enquiries about Mrs K's account activity, I don't think such intervention was likely to have worked. Given everything I've gone through above, it's unlikely that Mrs K would've been truthful with Metro or would've been dissuaded from what she was doing.*

*There wasn't anything more that Metro could reasonably do to recover the funds by the time Mrs K reported the alleged scam. It was far too late to do a chargeback. And in any case, a chargeback would've been against the crypto exchange, not the alleged scammer, and the crypto exchange provided the service they were supposed to. So there was no realistic prospect of success for a chargeback. The payments were not covered by the CRM Code for scams as they were card payments to a crypto wallet of Mrs K's.*

*Finally, I appreciate Mrs K may be unhappy that Metro closed her account. But in a similar way to how she can choose who she banks with, Metro can broadly choose who banks with them. Here, I can see they closed the account in line with its terms.*

*So based on what I've seen so far, I currently find that there is no fair or reasonable basis on which to tell Metro to reimburse Mrs K here.*

I said I'd consider anything else anyone wanted to give me – so long as I received it by 9 June 2025. But neither party added any further evidence or arguments.

### **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.

Neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

### **My final decision**

I don't uphold Mrs K's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 11 August 2025.

Adam Charles  
**Ombudsman**