

THE COMPLAINT

Miss C complains that Metro Bank PLC will not reimburse her money she says she lost when she fell victim to a scam.

Miss C is represented by Refundee in this matter. However, where appropriate, I will refer to Miss C solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

Miss C says she has fallen victim to a cryptocurrency related investment scam. She says scammers deceived her into making payments to what she thought was a legitimate investment with Smart Financial Edge. The payments in question were all fund transfers:

Payment Number	Date	Beneficiary / Merchant	Amount
1	16 April 2024	Payward Ltd	£2,000.00
2	16 April 2024	Payward Ltd	£2,000.00
3	23 April 2024	Payward Ltd	£1,000.00
4	29 April 2024	Payward Ltd	£4,000.00
5	09 May 2024	Payward Ltd	£10.00
6	09 May 2024	Payward Ltd	£10,000.00
7	09 May 2024	Payward Ltd	£10,000.00
8	21 May 2024	Payward Ltd	£8,340.00
9	21 May 2024	Payward Ltd	£8,340.00
10	24 May 2024	Payward Ltd	£15,234.00

11	28 May 2024	DPP	£5,694.00
12	04 June 2024	DP	£6,685.00
13	11 June 2024	Miss C (Monzo)	£17,520.00
14	12 June 2024	KM	£9,712.00
15	13 June 2024	KM	£8,000.00
16	02 July 2024	VT	£11,160.00
17	05 July 2024	DPH	£10,000.00

(Metro has refunded Miss C Payments 11, 12 and 14 to 17. Payment 13 was returned. Although Miss C has not suffered any loss regarding these transactions, I have included them to assist me in reaching a decision in this case.)

Miss C disputed the above with Metro. When Metro refused to reimburse Miss C, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Miss C did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- I am satisfied it is arguable that some of Miss C's payments ought to have appeared unusual to Metro. I acknowledge Miss C's Metro account was newly opened. However, I have taken into account the fact that Miss C's transactions should have appeared cryptocurrency in nature to Metro. Further or alternatively, I have considered that the value of some of the transactions were high, especially from

Payment 6 onwards; and the fact Miss C provided 'Safe account' as a reason for Payment 1. I also think there should have been some cause for concern regarding the payments to the third-party payees from 28 May 2024. I am of the view that these aggravating factors were sufficient enough to trigger Metro's systems.

- I think proportionate interventions from Metro regarding the above should have ranged from automated tailored written warnings to telephone calls. Miss C did speak to Metro a few times over the telephone about her payments, but those calls were either brief and/or took place during the transactions which have been refunded.
- I am not satisfied however that had Metro carried out the interventions described (or had gone further in the calls mentioned) that this would have made a difference in the circumstances. I take the view that, on the balance of probabilities, Miss C would have likely frustrated Metro's attempts to try to protect her from financial harm – thereby alleviating any concerns Metro had.
- I have partly reached this conclusion by taking into account how Miss C responded in telephone calls with her other banks regarding attempted payments in connection with the scam (see below). I have relied on these calls as an indication as to how Miss C would have likely responded to proportionate interventions from Metro.

Santander call

- By way of telephone call on 24 May 2024, Miss C spoke to a Santander agent about a payment transfer she was attempting from her Santander account to her Metro account (relating to Payment 10). Below are the relevant key parts of the call, in short:
 - The Santander agent provided Miss C with relevant scam warnings. The agent informed Miss C that if a third-party had told her to hide something from the bank – this would be a scam. The agent also said that it is very high risk if someone Miss C did not know was helping her to move money.
 - Miss C confirmed that no one was advising her to move her money and that the Metro account was in her name.
 - Miss C said the transfer was for home improvements. She provided examples to support this such as garden work, a new turf, kitchen equipment, renovations to her bathroom and a garden party. She confirmed that she had builders to work on different things and that the garden work had already commenced.
 - The agent asked Miss C why she was not making the transfer concerned directly from her Santander account to the builders. In response, Miss C said, *"Because I just wanted to use the amount, so I can see exactly what's going out to who and where, rather than taking it from the savings account and putting it into different people's account, if that makes sense?"*
 - Miss C confirmed that the value of Payment 10 was an estimate figure for the work relating to the home improvements.

Monzo call 1

- By way of telephone call on 12 June 2024, Miss C spoke to a Monzo agent about a

payment transfer she was attempting to make from Monzo to KM. Payments 14 and 15 were made to the same payee. Miss C did not ultimately go ahead with this transfer, but I have set out the relevant key facts of the corresponding call below, in short:

- Miss C confirmed that she had not downloaded any applications such as AnyDesk.
- The Monzo agent provided an investment warning – detailing the typical hallmarks of an investment scam, referring to guaranteed profits and scammers building relationships, etc.
- Miss C confirmed the transfer had nothing to do with an investment, but that it was for the launch of a new business. Miss C went into some detail about this.
- Miss C confirmed that she met KM (now her business partner) in person at work, and that she had known her for five/six months. The Monzo agent provided a relevant scam warning about this.
- Miss C stated that she felt ‘interrogated’ regarding the agent’s questions.
- The agent asked Miss C to provide evidence regarding the business launch.

Monzo call 2

- By way of telephone call on 15 June 2024, Miss C spoke to Monzo again about her account being frozen due to not providing the evidence requested in the above call. Miss C confirmed that the business launch had occurred on 13 June 2024, and that she had made the payment another way. She also confirmed that she would provide Monzo with the evidence requested.

Taking all the above points together, they suggest that had Metro intervened in any of Miss C’s payments (or had gone further in its calls) to try to protect her from financial harm, it is likely Miss C would have frustrated such interventions – thereby alleviating any concerns Metro had.

To my mind, the above points paint a picture showing that Miss C was very much under the scammer’s spell at the time. Miss C was either ‘coached’ by the scammer on what to say during a bank intervention, or she decided to be untruthful of her own volition. Miss C provided the banks that had intervened with detailed misleading stories about the payments she was attempting. Importantly, she did not mention that there was third-party involvement, nor that her payments were for an investment. I found Miss C to be very confident when she was misleading her banks – providing plausible reasons for her payments. I have not seen anything to suggest that Miss C would not have attempted to mislead Metro as well had it intervened in her payments. It should also be noted that Miss C did not heed any of warnings mentioned above.

I acknowledge that I cannot be certain if Miss C would have used a ‘cover story’ had Metro intervened. Although this does seem likely given the above, and for example, for at least three of Miss C’s payments from Metro – she provided the payment reasons as ‘Friends and Family’. In any event, even if Miss C had told Metro her payments were for an investment and was warned accordingly, I find it unlikely this would have resonated with her. I say this because during the first Monzo call (see above), Miss C did receive an investment warning, which she did not heed. Further, Refundee, on behalf of Miss C, have submitted, amongst

other things, “... *it is understandable why our client felt that this situation was real and believable*”. Refundee submitted that Miss C carried out due diligence, researched the scam company, considered reviews about it and saw profits real time on a professional portal. Again, these points support the proposition that Miss C was very much taken in by the scam at the time and was determined to make her payments. Further or alternatively, had Metro not allowed Miss C’s payments to go through, I find it likely she would have found another way to make them, potentially using her other bank accounts.

Other points

- I am not making any determinations about the proportionality of the telephone calls from Santander and Monzo. I have simply taken into account how Miss C responded during those calls to assist with concluding how she would have likely responded to interventions from Metro.
- In Refundee’s response to the investigator’s findings, they suggest that Metro should have engaged the Banking Protocol. I am not persuaded that this was necessary in the circumstances when weighing up the aggravating and mitigating features surrounding Miss C’s payments.
- Turning to recovery. Notwithstanding the refunded payments, Metro attempted to recover the disputed funds complained of in this matter, but to no avail. Further or alternatively, Miss C’s payment transfers were made from Metro to an account in her name. Thereafter, those funds were either moved directly to the fraudsters, or, if not – Miss C should be able to withdraw them from her account. Further or alternatively, as Miss C’s payments were made to purchase cryptocurrency – which would have been forwarded on in this form – there would not have been any funds to recover.
- Turning to vulnerabilities. After Miss C had discovered she had been scammed, I can see she informed Metro about personal issues she was experiencing around 28 May 2024. However, I have not seen anything to suggest that Metro knew or ought to have known about Miss C’s personal issues at the time of the scam. Therefore, I do not find that Metro should have dealt with Miss C’s payments any differently in this regard.

Conclusion

Taking all the above points together, I do not find that Metro has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Metro to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss C to accept or reject my decision before 12 November 2025.

Tony Massiah
Ombudsman