

The complaint

Mr A is complaining about Metro Bank PLC because it declined to refund money he lost as a result of fraud.

What happened

Sadly, Mr A fell victim to a cruel job scam. After responding to an advert on social media, he agreed to take on a role that required him to pay to access sets of tasks for which he expected to be paid commission once they were completed. He realised it was a scam when he was asked to pay more money to access his earnings.

In November 2024, Mr A used his Metro account to make the following payments to the scam:

No.	Date	Amount £
1	7 Nov	20
2	10 Nov	35
3	12 Nov	66
4	12 Nov	35
5	13 Nov	900

The payments were made by transfer to an account set up in Mr A's own name with a cryptocurrency exchange. Bank statements appear show he received a return of £99 on 11 November but I understand the rest was lost to the scam.

Metro didn't agree to reimburse any of Mr A's funds. But it did accept the service provided when responding to his claim wasn't of the standard he was entitled to accept and credited £150 to his account to compensate for this.

Our investigator didn't recommend the complaint be upheld. They didn't think there was any reason for Metro to question the payments before they left Mr A's account and didn't believe there was more it should have done to try and recover his money.

Mr A didn't accept the investigator's assessment. He maintains the money was lost to a scam and should be refunded and expressed disappointment that the investigator hadn't considered the actions of the cryptocurrency exchange to which his payments were sent or the payment processor used to facilitate them.

The complaint has now been referred to me for review.

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 reached the same overall conclusions as the investigator. I haven't necessarily commented on every single point raised but concentrated instead on the issues I

believe are central to the outcome of the complaint. This is consistent with our established role as an informal alternative to the courts. In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

There's no dispute that Mr A authorised these payments. In broad terms, the starting position at law is that a bank is expected to process payments a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of their account. In this context, '*authorised*' essentially means the customer gave the business an instruction to make a payment from their account. In other words, they knew that money was leaving their account, irrespective of where that money actually went.

There are, however, some situations where we believe a business, taking into account relevant rules, codes and best practice standards, shouldn't have taken its customer's authorisation instruction at 'face value' – or should have looked at the wider circumstances surrounding the transaction before making the payment.

Metro also has a duty to exercise reasonable skill and care, pay due regard to the interests of its customers and to follow good industry practice to keep customers' accounts safe. This includes identifying vulnerable consumers who may be particularly susceptible to scams and looking out for payments which might indicate the consumer is at risk of financial harm.

Taking these things into account, I need to decide whether Metro acted fairly and reasonably in its dealings with Mr A.

The payments

I must take into account that many similar payment instructions Metro receives will be entirely legitimate and I also need to consider its responsibility to make payments promptly. Having considered what Metro knew about the payments at the time, I'm not persuaded it ought to have been concerned about them. I say that because the amounts involved were relatively low and the number of payments limited, meaning I don't believe a pattern of multiple payments in rapid succession consistent with many known types of scam had begun to emerge.

Based on the circumstances of these payments, I don't think there were sufficient grounds for Metro to suspect Mr A was at risk of financial harm from fraud and I can't say it was at fault for processing them in line with his instructions.

I want to be clear that it's not my intention to suggest Mr A is to blame for what happened in any way. He fell victim to a sophisticated scam that was carefully designed to deceive and manipulate its victims. I can understand why he acted in the way he did. But my role is to consider the actions of Metro and, having done so, I'm not persuaded these were the cause of his losses.

Recovery of funds

I've also looked at whether Metro could or should have done more to try and recover Mr A's losses once it was aware that the payments were the result of fraud.

As the payments went to an account in Mr A's own name, he's not eligible for any refund under the industry's reimbursement scheme. But once he reported the scam to Metro, I can see that it contacted the recipient promptly in an effort to get his money back. But it's a common feature of this type of scam that the fraudster will move money very quickly to other

accounts once received to frustrate any attempted recovery so it's not a surprise that these attempts weren't successful.

In the circumstances, I don't think anything that Metro could have done differently would likely have led to these payments being recovered successfully.

Other issues

I can see there were some failings in the service provided when Metro responded to Mr A's claim and I believe he should be compensated for that. In the circumstances, I'm satisfied the payment of £150 by Metro before the complaint was referred to us was a fair and reasonable response to its failings and that no further compensation for poor service is due.

Mr A has expressed concern that the investigator didn't address the role of the cryptocurrency exchange and the payment processor used to facilitate these payments. But it's important to understand that this complaint is about Metro and it's not appropriate for me to comment on the actions of other firms here. If Mr A has concerns about their actions, he'd need to raise them with those other firms in the first instance.

In conclusion

I recognise Mr A has been the victim of a cruel scam and I'm sorry he lost this money. I realise the outcome of this complaint will come as a great disappointment but, for the reasons I've explained, I think Metro acted fairly and reasonably in its dealings with him and I won't be telling it to make any refund.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 December 2025.

James Biles
Ombudsman