

The complaint

Miss D complains that Metro Bank PLC have held her responsible for payments made from her account.

The background to this complaint is well known to both parties. So, if there's a submission I've not addressed; it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Metro was responsible for Miss D's losses here.

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 agree with the conclusions reached by our Investigator, and for largely the same reasons.

I've read and considered the whole file. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

A consumer should only be responsible for transactions made from their account that they've authorised themselves. Miss D has said she didn't give any permission for the transactions in dispute to be made but Metro believes she did. My role then is to give a view on whether I think Miss D more likely than not authorised the transactions, based on the evidence I have available.

In April 2025 Miss D was travelling in Europe when two payments totalling £1,100 were sent to a third-party on 14 April 2025 and another £1,700 sent on 16 April 2025.

In May 2025 Miss D said that she thought her phone had been hacked but then on 04 July 2025 she said that her phone had been stolen whilst she was at a train station and hours later a stranger gave the phone back to her. In July 2025 Miss D said that her passcodes with the access to her online banking were written on a piece of paper on the back of her phone which is how she thinks the third-party was able to access her device. But in a call with Metro in April 2025, she said that she hadn't written any of her confidential banking details written down anywhere and that there was no one around her who could've known the passcode to her phone or her Metro app.

Our Investigator didn't think the complaint could be upheld due to the inconsistencies in Miss D's testimony. And I agree. For me to be satisfied that Miss D didn't authorise the payments she is now disputing I would need to be persuaded there was a consistent testimony surrounding how her PIN and confidential details could've been compromised. Miss D has given two different accounts of how the disputed payments were made. And her most recent testimony in relation to her phone being taken for a few hours and then given

back to her isn't very persuasive. There's also the issue that the disputed payments also weren't all made on the same day with one of them being made two days later.

As a result of the above, I don't think I can reasonably say that Metro treated Miss D unfairly here by not refunding her.

I appreciate this will likely come as a disappointment to Miss D, and I'm sorry to hear of the situation she's found herself in. However, Metro wasn't aware of these circumstances at the time of the payments so I can't hold it to a higher standard here.

In the circumstances of this complaint, I do not consider it would be fair and reasonable to hold Metro responsible for her loss.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 20 March 2026.

Mark Dobson
Ombudsman