

The complaint

Miss A complains that Metro Bank PLC won't refund all the money she lost as a result of a scam.

What happened

Miss A was the victim of a job scam. In summary, she was contacted by someone who purported to work for a company that I'll refer to as 'A'. They told her she could earn money by completing a set of tasks related to optimising apps via an online platform.

To complete some of these tasks, she was told she'd need to deposit her own money on the platform, which she'd get back alongside a higher commission. As part of this, Miss A withdrew £5.00 followed by £4,149.00 from her Metro savings account to her Barclays account. From there the money was sent to Miss A's cryptocurrency wallet and sent onwards to a fraudster's wallet.

Miss A was asked to pay more and more to complete tasks before she could withdraw what she'd earned. When she couldn't pay this, she realised she'd been the victim of a scam. Shortly after, she disputed the payments with Barclays and Metro and raised complaints that they ought to have done more to protect her.

Barclays upheld her complaint in part. While it thought it could've done more to prevent her losses from the fourth disputed payment, it also considered she ought to share the blame for what happened. So it refunded 50% from this point, which came to £6,701.50, alongside interest to compensate her for the time she was out of pocket. This payment included 50% of what was lost from the payments she made from her Metro account to Barclays.

Metro didn't uphold her complaint – in summary, it said it was made to her own account, and when it spoke to her in branch about the payment, she confirmed it was genuine.

While Miss A didn't pursue her complaint with Barclays, she remained unhappy with Metro's response, so she brought her concerns to us to investigate.

I explained my provisional thoughts on the matter. In summary, I wasn't convinced that Metro ought to have done more to prevent her losses. But even if I was wrong about that, I didn't think there were losses for Metro to put right. That's because Barclays had already refunded 50% of the payments.

Miss A disagreed. In summary:

- She considers that Metro ought to have asked more questions. She noted that the activity was unusual for her, and while she made it to her own bank account, it doesn't mean it wasn't part of a scam. And overall, just because the activity didn't match common scam trends doesn't mean Metro shouldn't be held responsible.
- While she accepts she's partly to blame for her losses, she thinks all three parties are equally at fault – meaning that Metro should refund her an additional 16.66%. To say

otherwise means that she's more at fault and that Metro wasn't to blame. She considers that unfair, particularly in light of her vulnerabilities at the time and that the banks had more knowledge than her.

Given the disagreement, the complaint has come back to me to make a final decision.

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.

I've considered Miss A's response carefully, but it's not changed my mind about what's a fair outcome to this complaint. I'll explain why.

- Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, Metro ought to have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.
- Here, having attempted the payments via her app, Miss A was asked to come into branch to remove the restrictions on her account. So Metro did make further checks before making these payments. Accordingly, the question is whether it did enough in the circumstances.
- In considering this, I'm mindful that Metro can't reasonably question the circumstances of every payment – instead, it has to strike a balance between protecting Miss A from fraud with its legal duty to make the payments she tells it to in a timely manner. It follows we'd expect a bank's intervention to be reasonable and proportionate to the risk that payment presents.
- For the payments in dispute, I don't think the circumstances meant that Metro ought to have been especially concerned. I've considered that it's not unusual for someone to make a withdrawal of this size from a savings account. And while multi-stage fraud is a risk factor, this doesn't usually involve a transfer from one bank account to another bank account. Inestad, we more commonly see the involvement of an electronic money institution.
- I've noted Miss A's point that, even if the payments here didn't match known fraud trends, it doesn't mean she wasn't being scammed. While that's true, it remains that I'd expect Metro's interventions to be based on the risk of financial harm. And I think it's fair and sensible that risk assessment includes common fraud trends.
- Taking this all into account, I'm satisfied Metro's approach to the payment was reasonable and proportionate given the risk. I agree with Miss A that its questions about whether the payment was genuine or part of a scam weren't particularly useful. But overall, I consider that its conduct in asking Miss M to come to branch to check that she was making the instruction was proportionate to the risk of harm. And I don't think more probing questions were necessary in the circumstances.
- But, even if I thought otherwise, and I instead concluded that Metro ought to have done more, I still don't think I could reasonably ask it to pay anything more here. That's because it's accepted that Miss A ought to share the blame for what happened (by way of contributory negligence) and Barclays has already refunded 50% of the losses from these payments.

- I appreciate Miss A's view that she thinks all parties should be held equally to blame. But when two businesses make the same kind of mistake – so here that would be failing to spot the scam and prevent losses – I don't think it's the case that their combined mistakes make them more at fault than if only one of them made a mistake. Or put another way, I don't think it means that Miss A is less to blame because there are two businesses involved.
- Miss A highlights that this risks Metro not having to pay compensation for its mistakes. But my role here is to make sure that fair compensation is paid to Miss A – to put right any wrongdoing. If that's already happened, I don't think it's reasonable to ask Metro to compensate her further.
- I appreciate that Miss A feels strongly about this matter – and that's understandable given the horrible scam she fell victim to and her vulnerable circumstances at the time. But having considered the matter carefully, I don't think it means that Metro can be fairly told to put things right here.

My final decision

For the reasons I've explained, I don't uphold Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 21 October 2025.

Emma Szkolar
Ombudsman