

The complaint

Mrs H complains that Metro Bank PLC (Metro) won't refund the money she lost to a job scam.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mrs H was searching for a remote job for a family member. In January 2024, she received a text from a scammer, who pretended to be a legitimate recruiter. The scammer asked Mrs H if she was interested in an online commission-based job with Company C (an impersonation of a legitimate company).

The job was completing basic reviews, aimed at boosting movie ratings, for high commission. Mrs H was recruited, and she was led to believe that she could become an agent and then introduce the job to her family member.

Mrs H received some training and was added to a realistic group chat with what she thought were other employees. An account was created for her on a Company C platform and, after completing initial sets of tasks and receiving a few credits, higher earning tasks became available. However, for these more attractive tasks there was a requirement for Mrs H to continuously credit her account with funds.

The scammers guided Mrs H on how to make payments and what to say if any of the banks or financial firms intervened.

The small credits made the job seem authentic and Mrs H made payments to a number of individual payees from legitimate / regulated Electronic Money Institute (EMI) Firms W and R.

Mrs H had an account with Firm W which she used between 4 January and 23 January 2024. To be able to send larger amounts, she was told to open a Firm R account and made further payments between 23 January and 28 January 2024. To credit these two EMI's she used funds from her accounts with Metro, Bank B and Bank H.

From her Metro account, she transferred £4,468 and £1,386 to Firm R (by card payments) on 27 and 28 January 2024 respectively.

The scammers wouldn't release any of Mrs H's funds unless she paid them a fee, so Mrs H felt under pressure to listen to the scammers and continue to make payments. Mrs H realised this was a scam as despite paying more and more money she wasn't able to withdraw her earnings and funds.

Mrs H's losses were £8,771.56 through Firm R and £4,964.29 through Firm W and she submitted complaints to these two firms and her three banks as she feels they didn't protect her from financial harm.

Metro rejected Mrs H's complaint and refund claim for £5,854. They said the Lending Standards Board Contingent Reimbursement Model Code ("CRM Code") didn't apply as the payments were made to Mrs H's own account which she had full control over, and card chargeback rules don't cover App scams.

Mrs H brought her complaint to our service, but our investigator didn't think Metro had done anything wrong.

As Mrs H remains dissatisfied her complaint has been passed to me to look at.

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, my decision is to not uphold this complaint. And I'll explain why.

I should first say that:

- I'm very sorry to hear that Mrs H has been the victim of this cruel job scam.
- I'm satisfied that the CRM code doesn't apply here as the payments were to another account in Mrs H's name.
- Regarding recovery, as the payment went to Firm R and then to a scammer who emptied the account, I don't think Metro could've been expected to recover her funds.
- The Payment Services Regulations 2017 (PSR) and Consumer Duty 2023 apply here.

PSR

Under the PSR and in accordance with general banking terms and conditions, banks should execute an authorised payment instruction without undue delay. The starting position is that liability for an authorised payment rests with the payer, even where they are duped into making that payment. There's no dispute that Mrs H made the payments here, so they are considered authorised.

However, in accordance with the law, regulations and good industry practice, a bank should be on the look-out for and protect its customers against the risk of fraud and scams so far as is reasonably possible. If it fails to act on information which ought reasonably to alert a prudent banker to potential fraud or financial crime, it might be liable for losses incurred by its customer as a result.

Banks do have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm, against the risk of unnecessarily inconveniencing or delaying legitimate transactions.

So, I consider Metro should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks such as anti-money laundering and preventing fraud and scams.
- Have systems in place to look for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which banks are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect

customers from the possibility of financial harm from fraud.

Consumer Duty

Also, from July 2023 Metro had to comply with the Financial Conduct Authority's (FCA's) Consumer Duty which required financial services firms to act to deliver good outcomes for their customers. Whilst the Consumer Duty does not mean that customers will always be protected from bad outcomes, Metro was required to act to avoid foreseeable harm by, for example, operating adequate systems to detect and prevent fraud. Also, recognise signs of vulnerability.

With the above in mind, I considered whether:

Metro should've recognised that Mrs H was at risk of financial harm when she made payments for £4,468 and £1,386 to Firm R on 27 and 28 January 2024

I analysed Mrs H's account and noted that although she used it infrequently, she did use it to make 'me to me' payments such as £4,488 on 5 January 2024, £3,000 on 5 April 2023 and £15,000 on 31 March 2023. So, it wasn't unusual or out of character for her to make payments from her Metro account to other accounts she held. Also, the payments wouldn't have looked out of character as one of the payments was a lower amount than two of the transfers she'd made within the last twelve months and the other lower than all three.

So, although I have genuine sympathy for Mrs H's financial loss and the impact the scam has had on her, I'm not persuaded that either payment would've been seen as unusual or out of character and caused Metro to be suspicious or concerned that Mrs H was at risk of financial harm.

Also, banks like Metro process thousands of payments each day and, as mentioned above, have to balance when to intervene so they don't cause a delay to legitimate transactions. In addition, when assessing the level of risk, Metro would've likely taken into consideration that the payment was going to another regulated firm, who would have a better picture of subsequent payments.

Having considered the above, and all the information on file, I wouldn't have expected Metro to have intervened here and I don't think they are liable for Mrs H's loss. So, I'm sorry to disappoint Mrs H but I'm not upholding this complaint against Metro Bank PLC.

My final decision

For the reasons mentioned above, my final decision is that I'm not upholding this complaint against Metro Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 17 December 2025.

Paul Douglas
Ombudsman