

The complaint

Mr N complains that Metro Bank PLC won't refund money he's lost as a result of a scam.

What happened

Mr N is represented throughout this complaint, for ease I'll refer to all correspondence as though coming from Mr N.

Mr N complained to Metro that he was the victim of a job scam. He advised that after being added to a group chat he was given the opportunity to earn commission on hotel reviews via two reputable companies. Mr N advised in total he sent over £15,500 to the scammers.

But Metro didn't uphold Mr N's complaint. They attempted to recover his funds but weren't able to and explained to Mr N they thought it was a civil dispute.

Mr N wasn't satisfied with Metro's response so complained to our service.

One of our Investigators looked into Mr N's complaint but they didn't uphold it. They weren't satisfied that they'd seen sufficient evidence to show Mr N had been scammed nor could they establish the source of the funds he advised had been sent to the scammers.

Mr N disagreed and he provided further evidence including screenshots of conversations between him and the scammers, the scam platform, evidence of transfers made and his credit card and loan balances.

Our Investigator remained of the view that there were still gaps in the evidence Mr N had supplied, including full conversations between him and the scammers and statements from other bank accounts showing his source of funds.

As Mr N didn't agree the case was passed to me to decide.

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.

The starting point under the relevant regulations – the Payment Services Regulations 2017 – is that Mr N is responsible for payments he's authorised himself. But, taking into account the relevant rules and guidance and what I consider to have been good industry practice at the time, I think Metro ought, fairly and reasonably, to have been on the lookout for unusual and out of character transactions that might indicate Mr N was at risk of financial harm from fraud.

Before considering whether Metro should have identified any out of character transactions from Mr N's account I first need to fairly conclude that Mr N was a victim of a scam.

I've reviewed the evidence submitted by Mr N to support his scam allegation. I'm afraid having reviewed this I can't fairly say it's sufficient to conclude that Mr N was a victim of

scam as he's described. I say this firstly as Mr N hasn't been able to share a copy of the full conversations between himself and the scammers. The messages Mr N has been able to share aren't dated, don't outline what Mr N is expected to do as part of the scam nor do they detail the 'commission' he'll be paid. This means I can't be confident Mr N was the victim of a scam or if he was whether the payments he's disputed were sent due to this.

Even if I was satisfied that the evidence showed Mr N had been scammed and I concluded Metro should have identified out of character payments from Mr N's account, to ask Metro to refund them I'd need to be satisfied that Mr N was entitled to the funds.

I've considered this but I can't safely reach this conclusion. I say this as Mr N has shared some evidence to show that the funds he lost in the scam originated from a credit card and a bank loan in his name. But Mr N's been unable to show statements from these accounts – this means I can't see the payments leaving these accounts or arriving with Metro. And I therefore can't conclude that these accounts are likely the source of Mr N's funds.

I can also see a significant number of payments coming into Mr N's account from an emoney provider. Mr N argues that these funds also originated from his credit card and bank loan, but again he's been unable to share statements to evidence this.

I understand this will disappoint Mr N but for the reasons I've outlined above I can't fairly conclude Mr N's been the victim of a scam. It follows I can't say Metro have acted unfairly and I won't be asking them to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 21 May 2026.

Jeff Burch
Ombudsman