

## **The complaint**

Mr B is a sole trader. He complains that Metro Bank PLC won't refund a payment he made as a result of a scam.

## **What happened**

- Mr B was the victim of a vehicle purchase scam. In 2021, he made an international payment of £8,000.00 under the belief that he was purchasing a car and that the funds would not be released to the seller until he had received and inspected the vehicle.
- After realising he had been scammed, Mr B disputed the payment with Metro and raised a complaint. Metro did not refund the money or uphold his subsequent complaint. It explained that the Contingent Reimbursement Model does not apply to overseas payments and, in the circumstances, it did not believe it ought to have done more to protect Mr B from the scam. Unhappy with this outcome, Mr B referred his concerns to us for investigation.
- I shared my provisional findings, which upheld the complaint. This was because I considered that Metro ought to have intervened in relation to the payment, and I concluded it was likely that such intervention would have unravelled the scam and prevented Mr B's loss.
- Mr B accepted my findings, but Metro disagreed and requested a final decision. In summary, it did not consider there had been sufficient cause for concern in relation to the payment.

## **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 not changed my mind about what's a fair outcome to this complaint. I'll explain why:

Having done so, I've not changed my mind about what I consider to be a fair outcome to this complaint. I'll explain why:

- While Mr B was tricked as part of a scam, it's accepted that he authorised the disputed payment. So he's presumed liable for the loss in the first instance. However, Metro was aware – taking longstanding regulatory expectations and requirements into account, as well as what I consider to have been good industry practice at the time – that it should have been alert to the possibility of fraud and made additional checks before processing payments in some circumstances.

- I've noted this was a significant international payment. Metro highlight that the account hadn't been used much, so there wasn't a great deal of activity to compare it to. But that equally meant it couldn't say this was typical behaviour for Mr B. And given the value of the payment and the fact it was being sent overseas, I think there was sufficient cause for concern.
- In saying that, I accept Metro's point that businesses do legitimately make larger payments. But I think that's a general point which doesn't outweigh the fact that Mr B hadn't shown he regularly made such payments – something that might reasonably have reassured Metro that all was well.
- With this in mind, I think Metro ought to have been concerned when Mr B made this payment and, in the circumstances, I'd have expected it to contact him to find out more about it.
- I've noted from the final response letter that there's a suggestion this happened, but I've not seen evidence to support that, or any detail about what that intervention involved.
- Had Metro intervened as I would reasonably have expected – by asking open and probing questions about the payment – I've no reason to think Mr B wouldn't have been forthcoming. I think such a conversation would have revealed several red flags, namely that:
  - He was paying for a car he hadn't seen.
  - The seller said they were offshore, and there was pressure to complete the purchase quickly due to supposed competing offers.
  - Mr B was told the purchase would be protected by a well-known online payment platform, but he was asked to make an international payment to an account in the Netherlands, outside of its app or website, and with no clear connection to Mr B's account with it or the payment platform generally.
  - The payment details came from an email where the domain didn't match the payment platform's.
- Given these factors, I think Metro could have warned Mr B that the payment appeared to be part of a scam, and I think he would then have chosen not to proceed. After all, I've not seen anything to suggest he was so committed to the purchase that he'd knowingly risk losing such a significant sum.
- It follows that I think Metro's missed opportunity to intervene likely caused Mr B's loss. So I consider it fair to tell Metro to refund the disputed payment, along with 8% simple interest per year to compensate him for the time he's been out of pocket.
- I've also considered whether Mr B ought fairly to share the blame. But overall, I think the scam was organised and sophisticated. I can see how he – as someone who isn't an expert in vehicle scams or in identifying fraudulent communications – was reassured by the belief that his money was protected until he inspected the car. It follows that I've not made a reduction for contributory negligence.

### **My final decision**

For the reasons I've explained, I uphold Mr B's complaint. Metro Bank PLC must:

- Refund Mr B's losses from the disputed payment, which I understand to be £8,000.00.

- Pay 8% simple interest per year on this amount, from the date of the disputed payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 May 2026.

Emma Szkolar  
**Ombudsman**