

The complaint

Mr K complains that Monzo Bank Ltd failed to refund £106,874 he says he lost to a crypto investment scam.

Mr K is being supported in making his complaint by a representative. But for ease, I'll only refer to Mr K in this decision.

The details of this complaint are 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 Monzo was responsible for Mr K's loss.

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 decided not to uphold this complaint for largely the same reasons as our Investigator.

It isn't in dispute that Mr K authorised the faster payments he made to a legitimate crypto exchange (which I'll refer to here as 'M'). Mr K has said the funds were then transferred on to a trading platform with two investment companies (which I'll refer to here as 'HV' and 'C').

The payments were requested by Mr K using his legitimate security credentials provided by Monzo. In line with the Payment Services Regulations 2017, consumers are liable for payments they authorise. And Monzo is expected to process authorised payment instructions without undue delay.

Monzo also has obligations to help protect customers from financial harm from fraud and scams. Those obligations are however predicated on the funds having been lost to a fraud or scam.

Mr K says he was invited to an online meeting and sold an opportunity to invest with HV and C. He set up an account and says he was able to see his profits accumulating. He said there was high pressure sales tactics to force him to invest further funds. He added that all correspondence regarding his initial introduction to HV and C was held face to face online and therefore, he does not hold any written correspondence regarding his introduction to the scam or being instructed to transfer his funds.

There's evidence to suggest HV and C were a scam, and that Mr K did have some dealings with them. And it's evident that Mr K made payments to M for the purchase of crypto. But I agree with our Investigator that Mr K hasn't provided *conclusive* evidence to show the transactions he's disputing were lost as part of the scam. My reasons for that finding are as follows:

- Mr K has received a total of around £227,769 from M to his Monzo account before

and during the time he says the scam took place. He has said that these payments were for his “*training, support and education program*”. Whilst there are withdrawals, I’m not persuaded it’s possible to link those withdrawals to HV or C.

- Mr K has provided information about HV events and promotions – but this is all generic information that provides no link to him or to the disputed transactions.
- There’s some reference to Mr K having a username and password with C. This also shows he attempted a withdrawal of \$25,000. But it’s not possible from the information I’ve seen to link that figure to the payments made from Mr K’s Monzo account to M because I’ve not seen any evidence of the payments being made from M to HV or C. The withdrawal request also predates the first payment he made to M in his claim to Monzo.

Taking everything into account, I can accept there is some evidence to suggest Mr K interacted with HV and C. And that the nature and operation of HV and C being on a global scale meant communication with victims on an individual basis was less likely. But in being fair to all parties I *must* be sure that the funds Mr K transferred out of his Monzo account were lost to this scam. And looking at all the available evidence, I’m not persuaded on balance, in the circumstances of Mr K’s complaint, that this is the case.

I appreciate this will likely come as a disappointment to Mr K, and I’m sorry to hear of the situation he’s found himself in. However, in the circumstances of this complaint, I don’t consider it would be fair and reasonable to hold Monzo responsible for Mr K’s claimed loss.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 25 August 2025.

Mark Dobson
Ombudsman