

The complaint

Mr P complains that Monzo Bank Ltd ('Monzo') won't refund the money he lost to a job scam.

He's being represented. To keep things simple, I'll refer to Mr P throughout this decision.

What happened

The background to this complaint is known to both parties. I won't repeat all the details here.

In summary, Mr P says he was contacted on his messaging *app* by a recruiter offering an online job opportunity at a company (I'll call 'X'). The contact wasn't unexpected as he'd been seeking employment. And when he checked online, he saw that positive reviews had been posted about X. Unfortunately, he later discovered he'd connected with a scammer.

For the job itself, it was explained he'd be "*buying and selling*" random products online. And that he'd make some profit on top after completing sets of assigned 'tasks'. As part of the process, he was required to deposit his own money to fund his 'work' account. These funds were paid in cryptocurrency which he bought by sending money from Monzo to his account with a crypto-exchange (I'll call 'K'). It was the cryptocurrency that was sent to the scam.

He realised he'd been scammed when he was no longer able to withdraw his funds and was repeatedly asked to pay more for that to happen. By that time, around £18,000 had been sent and lost to the scam in a series of payments during September and October 2022.

A complaint was raised and referred to our Service. Our investigator considered it and didn't uphold it. In brief, she didn't think any of the disputed payments ought to have stood out as significantly out of character given Mr P's payment history. She added that, even if she thought Monzo ought to have provided Mr P with a cryptocurrency warning, this wouldn't have been relevant to the scam he was falling victim to at the time.

As the matter couldn't be resolved informally, it's been 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.

Having done so, I've decided not to uphold it and for the following reasons:

- It's not in dispute Mr P was scammed and I'm sorry about the impact that the whole experience has had on him. It's also not in dispute he authorised the payments from his Monzo account. So Mr P is presumed liable for his losses in the first instance. And as the Supreme Court reiterated in *Philipp v Barclays Bank UK PLC*, banks generally have a contractual duty to make payments in compliance with the customer's instructions.

- There are some situations where I consider that a firm (like Monzo) taking into account relevant rules, codes and best practice, should reasonably have taken a closer look at the circumstances of a payment – if, for example, it's particularly suspicious. But I'm not persuaded there was enough about the disputed payments here, considering also the amounts, when they were made, and who they were made to, for me to find it should have stepped in on concerns that Mr P was at a heightened risk of financial harm.
- Like the Investigator, I don't think the payments ought to have appeared as particularly concerning given Mr P's payment history. I note Mr P had used the account for genuine payments to cryptocurrency many times before, since at least January 2022, and not for insignificant amounts. Although scams involving cryptocurrency have increased over time, I think it was reasonable, at the time, for Monzo to have taken into account a range of factors in deciding if to intervene. And while Mr P has pointed to K being a new payee and to an increase in spending when the payments came about, I'm not convinced any change in activity was so significant to the extent that Monzo should have intervened. At a push, even if I thought Monzo ought to have stepped in, I wouldn't have expected it to have gone beyond automated warnings and, again at the time, I wouldn't have expected such warnings to have been tailored to the type of scam Mr P was falling victim to.
- I'm also not persuaded by Mr P's suggestion that the warning about K meant there was such an added risk that a proportionate response would have been for Monzo to have contacted Mr P to discuss more about the circumstances. In this case, even if Monzo ought to have factored in a warning about K, I don't consider its response to the payment risks presented necessarily had to involve a direct conversation or a warning that went beyond the content of what had been published. And I don't think a warning that K was, for example, unregulated would have likely stopped Mr P sending payments to what he thought was a genuine job opportunity with X. As referred to by the Investigator, K was not the (scam) merchant Mr P thought he was dealing with.

I'm again sorry Mr P was scammed. I can understand why he wants to do all he can to recover his money. But I can only hold Monzo responsible for his losses if I'm satisfied that it missed an opportunity to prevent them. For the reasons I've given, I don't think that it did. In terms of recovery, I'm satisfied it's unlikely a chargeback claim would have had any prospect of success as there's no dispute Mr P received the cryptocurrency as intended before it was sent and lost to the scam.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 July 2025.

Thomas Cardia
Ombudsman