

## The complaint

Mr H complains that Monzo Bank Ltd won't refund his money that he believes was lost to an Authorised Push Payment ("APP") scam.

## What happened

The background to this complaint is well known to both parties, so I won't repeat everything again here. Instead, I'll summarise the key points.

Mr H has explained that he was deceived by an individual, who I will refer to as 'S', into making the following card payments from his Monzo account to S via a money transfer company, for what he thought was for a legitimate purchase of a dog. Mr H has said he had successfully purchased his first dog from S in the past without any issues, so he was convinced the transaction was genuine.

Payment	Date	Amount
1	24 January 2025	£504.99
2	21 February 2025	£404.99
3	22 March 2025	£404.99
4	17 April 2025	£403.99
5	19 May 2025	£404.99
<b>Total:</b>		<b>£2,123.95</b>

Mr H believed he had been the victim of a scam after S tried to offer him another dog, repeatedly broke delivery promises, and said he would refund him in full if the sale fell through, which S didn't do. Eventually S blocked all communication with Mr H, so a complaint was raised with Monzo, which it didn't uphold. In summary, Monzo considered this was a disagreement between Mr H and S.

Unhappy with Monzo's response, Mr H brought his complaint to this service. One of our Investigators looked into things but didn't uphold Mr H's complaint. In summary, she said, regardless of if this was a scam or not, she wasn't persuaded that the payments carried a heightened risk of financial harm from fraud at the time, so she wouldn't have expected Monzo to have intervened when Mr H was making the payments.

Mr H didn't agree with our Investigator's view. He strongly maintained that this was not a disagreement with S, but he had been a victim of a scam. And the pattern of payments and sudden change in his normal account activity, should have resulted in Monzo intervening on the payments and providing him with relevant warnings.

As no agreement could be reached, the complaint has been passed to me for a final decision.

## 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I have not mentioned, it isn't because I have ignored it. I haven't. I'm satisfied that I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm sorry to hear of what's happened to Mr H, and I understand why he feels the money should be refunded. However, I don't find that Monzo has acted unfairly in declining Mr H's claim and deciding not to refund the money. I'll explain why.

Whether someone has been scammed, or the matter is a civil dispute can be finely balanced. In this instance Mr H knowingly made the payments, so it's an APP. But for me to be satisfied someone has been the victim of an APP scam, I need evidence to show the customer has been dishonestly deceived about the purpose of the payments at the time they were made.

However, I don't have sufficient evidence to show Mr H was dishonestly deceived at the time. The information provided by Mr H shows that he thought the transactions were genuine at the time he made the payments as he had known S for a few years and successfully purchased a dog from him in the past. Mr H also said S was offering him a different dog to the one he had agreed to purchase and S kept changing delivery dates. Having reviewed the conversations between Mr H and S, it's clear S kept saying he was struggling with getting the dog shipped to the UK and eventually on 1 June 2025, Mr H said he would rather get his money back minus the expenses S has had to pay to get the dog over to the UK. The conversations show, S didn't agree to this and he said he paid maintenance to keep the dog for the last five months, fed him daily, gave him vitamins, and other costs without receiving full payment for him and agreed to receive monthly payments, and it is not his fault that the delivery had been delayed. S did offer Mr H alternative dogs, however, Mr H just wanted to get his money back, which S said he wasn't able to do unless he sold the dog.

In the circumstances, it seems Mr H remains unhappy with S, but I can't reasonably conclude that he has fallen victim to a scam. But I don't think this makes a difference to the outcome of Mr H's complaint because, I don't think Monzo ought reasonably to have identified the payments as suspicious or out of character, such that it ought to have intervened. So, I'm going to proceed on the basis that Mr H did suffer a loss to the scam he's described.

There are some situations in which a firm should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character. I've reviewed Mr H's account statements, and I can't conclude that the payments made would have looked particularly unusual or suspicious to Monzo. I appreciate that the payments lost represent a lot of money to Mr H, but the amounts were simply not of a value where I would usually expect Monzo to be concerned that Mr H was at a heightened risk of financial harm. Also, Mr H made the payments over a period of five months, so in the circumstances it would have been difficult for Monzo to identify he was at risk of losing his funds.

I've kept in mind that firms such as Monzo process high volumes of transactions each day. There is a balance for Monzo to find between allowing customers to be able to use their account and questioning transactions to confirm they're legitimate. And taking all the circumstances into account here, I don't think it was unreasonable for Monzo not to view the

payments as suspicious, such that it should have carried out any additional checks or given any additional warning before processing the payments. So, I've not found that Monzo ought to have done any more to prevent the payments Mr H made.

I've also considered whether, on being alerted to the scam, Monzo could reasonably have done anything to recover Mr H's losses, but I don't think they could. The only possible option for recovery here would've been for Monzo to have attempted a chargeback against the payee – that being the money transfer company. However, Monzo have said as the service had been provided as instructed by Mr H, this wouldn't have been successful. It follows that I'm satisfied Monzo acted reasonably in this respect.

I have a great deal of sympathy for Mr H and the loss he's suffered. But it would only be fair for me to direct Monzo to refund his loss if I thought they were responsible – and I'm not persuaded that this was the case. For the above reasons, I'm not going to tell them to do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 March 2026.

Israr Ahmed  
**Ombudsman**