DRN-5796429

The complaint

Mr M complains about Monzo Bank Ltd.

He says that he has been scammed and would like Monzo to refund him the money he has lost.

What happened

Mr M tried to purchase a camera via a social media marketplace for £630. Unfortunately, Mr M was scammed and lost his money.

He complained to Monzo about what had happened, but it didn't uphold his complaint, so he brought it to this Service.

Our Investigator looked into things and thought that Mr M's complaint should be upheld. However, Monzo didn't agree and asked for a final decision to mad made, so the complaint has been passed to me.

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 have decided to uphold this complaint, for broadly the same reasons as our Investigator. I'll explain why.

Mr M authorised the payment he made. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that he's liable for the transaction. But Mr M says that he has been the victim of an authorised push payment (APP) scam.

Monzo has agreed to the provisions of the Lending Standards Board Contingent Reimbursement Model (the CRM code) which requires firms to reimburse customers who have been the victims of Authorised Push Payment (APP) scams like the one Mr M fell victim to, in all but a limited number of circumstances.

A customer who has fallen victim to a scam should, under the CRM Code, be refunded in full in most circumstances. But the Code does set out exceptions to reimbursement which a business can choose to rely on, if it can evidence that they apply.

Monzo has said that Mr M made the payment without a reasonable basis for belief that it was for genuine goods/services. And seeks to rely on this exception to the code.

In summary, it says;

- The price of the camera was too good to be true, given the model he was trying to purchase, and it should have been apparent to Mr M at the time,
- Mr M paid for the camera without viewing it in person, and should have used a

secure online payment method rather than a bank transfer,
- Mr M says that he completed a reverse image search on the images used, but says that in the messages between Mr M and the scammer, videos were sent, so it doesn't think this would have been possible

However, I disagree – and like our Investigator find that Mr M did have a reasonable basis for believing that he was making a genuine purchase.

Monzo has provided a link to an internet auction listing for a comparable camera to the one Mr M was trying to purchase – it says that the type of model Mr M was buying was generally much higher than what Mr M paid, and so he should have known it was too good to be true. However, there are other comparable cameras for sale at different prices too, and I don't see any reason why Mr M would not have simply thought he had found a bargain online.

I also don't think Mr M was at fault for failing to view the camera in person – he asked for the seller to provide videos of the camera, which were provided, and completed a reverse image search with the photos on the listing to check that they hadn't been used elsewhere. I know Monzo doesn't think this would be possible with the video's he was sent – but Mr M did this from the photos on the listing.

And while the guidance on the online marketplace does mention secure payment methods, it doesn't say that you have to use them to pay for items – and don't think Mr M was unreasonable in doing so.

So, taking everything into account, I find that Mr M did have a reasonable basis for belief, and therefore Monzo cannot rely on this exclusion to the CRM code, and should refund him in full.

Putting things right

Monzo Bank Ltd should refund Mr M the £630 payment, plus 8% simple interest from the date it declined his claim (less any lawfully deductible tax).

My final decision

I uphold this complaint. Monzo Bank Ltd should put tings right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 November 2025.

Claire Pugh
Ombudsman