

## The complaint

Miss C complains that Monzo Bank Ltd (Monzo, hereinafter) hasn't refunded the losses she's incurred when falling victim to an Authorised Push Payment (APP) job task scam.

## What happened

The facts are well known to both parties, so I have outlined the key details. In summary, Miss C says she was approached by the scammer on a social media messaging platform and was offered a job/investment opportunity. She was told she could earn commission from completing tasks that involved reviewing items on online shopping sites, just by using her mobile.

Miss C says she was added to a chat group with thousands of other users who were similarly completing the tasks, and that she was able to withdraw her earnings early in the scam, which persuaded her this was a genuine opportunity.

Miss C funded the scam through savings she held with another bank. She was convinced to send funds to the scammer's accounts in the UK and abroad, from her Monzo bank account, totalling £10,130.

She realised she'd fallen victim to a scam when, having reached the maximum amount she could send from her Monzo account, she attempted another payment to the scammer from a separate account in her name with an electronic money institution I'll refer to as R, and received a scam warning about it that she says resonated with her.

When Miss C raised a scam claim with Monzo, the bank refused to refund all but the domestic payment she had made, as it said it couldn't refund international transactions.

So, Miss C referred a complaint to the Financial Ombudsman Service.

Our Investigator found that Monzo should have intervened with a tailored written warning when Miss C made the seventh scam payment to the scammer for £1,000 on 28 May 2025.

Miss C had received coaching from the scammer, but R had been able to break the scam's spell later on, so earlier intervention would have been successful too.

Our Investigator however said Miss C was also responsible for her loss because she failed to conduct enough research to verify the job/investment offer was genuine. So, it was recommended liability for the losses should be shared equally by the parties, from payment seven onwards.

Monzo agreed with our Investigator's view, but Miss C argued Monzo should be responsible for refunding her scam loss in full because she hadn't been negligent and she would have not made any payments to the scam, had Monzo intervened. Miss C said the scam reporting process on the Monzo app was cumbersome and impersonal and she wasn't offered a call

back. She also said she'd just suffered a bereavement before these events, which made her more vulnerable to fall victim to the scam.

I've issued a provisional decision on 12 February 2026. Below is what I said.

*"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 focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied 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.*

*Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.*

*The application of the Contingent Reimbursement Model Code*

*Miss C claimed that Monzo should have refunded her in line with the Contingent Reimbursement Model (CRM) Code. However, it's important to note that the Code doesn't apply to international payments, but domestic faster payments only, and it can't be applied to payments made from 7 October 2024. So, I cannot fairly and reasonably say that Monzo should have to refund payments under the Code when it doesn't apply here.*

*I should also note that Miss C had one of the scam payments refunded to her under the reimbursement scheme that replaced the CRM Code, although international payments can't be refunded under that scheme either.*

*Was Monzo required to intervene during the scam?*

*I don't doubt Miss C has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean Miss C is automatically entitled to recompense by Monzo. It would only be fair for me to tell Monzo to reimburse Miss C for her loss (or a proportion of it) if:*

- I thought Monzo reasonably ought to have prevented all (or some of) the payments Miss C made, or*
- Monzo hindered the recovery of the payments Miss C made*

*whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.*

*I've thought carefully about whether Monzo treated Miss C fairly and reasonably in its dealings with her, when she made the payments and when she reported the scam, or whether it should have done more than it did.*

*Having done so, I've decided to provisionally uphold Miss C's complaint, but in a different way from our Investigator. I'll explain why.*

*I have kept in mind that Miss C made the payments herself, and the starting position is that Monzo should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) she is presumed liable for the loss in the first instance.*

*So, overall, considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time – Monzo should fairly and reasonably:*

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and preventing fraud and scams.*
- Have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which payment service providers are generally more familiar with than the average customer.*
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*
- Have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so.*

*So, I've thought about whether the transactions should have highlighted to Monzo that Miss C might be at a heightened risk of financial harm due to fraud or a scam.*

*I've considered that Miss C used her Monzo account regularly in the months before the scam, and that she was used to making several payments in one day, as well as using faster payments to credit her own account and send funds to third parties. She also used the account for spending abroad and making purchases in different currencies.*

*I appreciate that some of the scam payments of 28 May 2025 were made in very quick succession, which can sometimes be indicative of a scam taking place. But, given the individual and combined value of the first five payments and Miss C's previous genuine account activity, I wouldn't have expected Monzo to realise that Miss C was at risk of suffering financial harm from a scam.*

*However, I believe Monzo should have intervened for the first time as Miss C was making payment six to the scammer, that is the first £1,000 payment on 28 May 2025. I say this because:*

- The value of the payment, both on its own and combined with the previous ones, had become substantial, even when compared against previous genuine activity from Miss C's account.*
- It went to an international new payee that had just been set up on that same day.*
- Looking at the pattern of activity, it was the sixth payment in a row to go to the same payee in a very short period of time, with individual amounts progressively increasing in quick succession.*

*So, by this payment, Monzo should have identified that a pattern of fraud had likely emerged.*

*In the individual circumstances of this case, I would have expected a proportionate intervention to take the form of a tailored online warning, based on the reason Miss C had given for the payment.*

*I think Monzo should have also taken further steps to protect Miss C from the risks of financial harm when she made the eighth payment, so the third one for £1,000 on 28 May 2025, by blocking the payment and calling Miss C to query it in more detail.*

*In coming to this finding, I've considered that Miss C had already made two back-to-back £1,000 payments over three minutes, that it was the eighth payment to the same recipient, and that, by this point, Miss C was looking to send almost £5,000 to a new payee in just over two hours.*

*These factors, taken together, ought to have informed Monzo's fraud detection systems that the scam risks were high enough to warrant human intervention.*

*Would Monzo's interventions have made a difference?*

*The question for me to answer next is whether, on the balance of probabilities, Monzo would have been able to prevent Miss C's further losses, had it intervened during the scam, in the way I've described above.*

*I've considered that point carefully and I think a tailored warning of the type I've described would not have, alone, unveiled the scam for Miss C.*

*Miss C told us in her testimony that the scam was unveiled when she attempted the final payment from her account with R, and she received a warning in response to it.*

*In an effort to corroborate Miss C's testimony, our service approached R to review the audit trail of its intervention at the time Miss C attempted the last payment to the scammer.*

*This document shows Miss C selected "payment/other" as the reason for her payment, even if the options of selecting she was making an investment or that she was paying towards a job were available.*

*Miss C then selected that she hadn't been told what payment option to choose or to ignore any warnings, even if the scam chat screenshots evidence the scammer coached her on how to send the funds to ensure minimal disruption from the banks, and what payment reasons to give. In particular, the scammer said "it is forbidden to let the bank know that you are making an investment or doing any task, and clearly buy yourself".*

*At the end of R's intervention, Miss C opted to cancel her payment, and, when asked to explain why, she stated that the app wouldn't let her continue, even though she could have selected she was afraid she was being scammed.*

*So, whilst, it's accepted Miss C stopped making payments to the scammer after this point, it remains unclear whether it was R's intervention that unveiled the scam for Miss C, given her answers during R's questionnaire.*

*Due to the above evidence, I don't think it likely that, by payment six, Miss C would have told Monzo that she was investing or paying towards a job. Rather, I think it's most likely that she would have followed the scammer's advice and have given answers to Monzo along the lines of those she gave to R, especially as she had received some small returns that had persuaded her the opportunity was genuine.*

*So, I don't believe that, on balance, Monzo would have been able to identify and warn Miss C about the scam risks relevant to her circumstances. And, I don't believe any other less*

*relevant written warning, whilst making the payment on the Monzo app, would have instilled enough doubt in Miss C to make her realise she'd fallen victim to a scam.*

*I've come to a different conclusion about payment eight, as I've explained it was high value and out-of-character enough to require human intervention, and not just a warning. The scam chat transcripts show Miss C was afraid she may be scammed, which she voiced to the scammer in their chats.*

*Moreover, whilst the evidence shows the scammer coached Miss C to not disclose what she was paying towards, they didn't clearly guide her on what reasons to give instead. And by the time of payment eight, I think the pattern of payments was suspicious enough that Miss C would have struggled to give a satisfactory explanation to Monzo's fraud specialist as to why she was sending back-to-back payments of increasing amounts to a new payee based overseas.*

*So, I'm persuaded that, had Monzo intervened by calling Miss C as she was making payment eight, that intervention would have most likely prevented Miss C's further losses.*

*Based on the above, I believe Monzo should be liable to refund Miss C's losses from payment eight onwards.*

*Did Miss C contribute to her own losses?*

*I've thought about whether Miss C should bear any responsibility for her losses. In doing so, I've considered what the law says about contributory negligence, as well as what I consider to be fair and reasonable in all of the circumstances of this complaint, including taking into account Miss C's own actions and responsibility for the losses she has suffered.*

*I recognise that, as a lay person, there were aspects to the scam that would have appeared convincing to Miss C, such as the scammer adding her to a group chat with many other users allegedly involved in completing the same tasks, and the scam platform coming across as legitimate looking in the first instance.*

*However, the scam opportunity also presented itself with some very clear red flags from the outset, which I believe should have given Miss C great cause for concern. I'll explain why.*

*Firstly, I think receiving an unsolicited job offer via a social media messaging app, whilst not looking for a job, should've been seen as very unusual to Miss C, and should have led to her to look more deeply into it. Even more so, when the scammer told her she could start working and earning right away, without the need to carry out any ID checks, or sign an employment contract.*

*Moreover, I believe Miss C ought reasonably to have had concerns about the legitimacy of the job offer, given the requirement to send funds to acquire the profits she'd supposedly earned. Particularly, as she was given contradicting information and paid less money than she was told she had just earned very early in the scam, which I think should have raised serious doubt as to the professionalism and reliability of the job opportunity.*

*I also think Miss C should have recognised that receiving returns from random individual accounts and paying several personal accounts, the main one of which based overseas, in order to complete the work, was highly suspicious.*

*Miss C didn't submit any evidence showing she conducted any checks to verify the scammer's or the job platform's credentials. And, whilst Miss C has submitted that receiving 30% commission or interest isn't very high, I believe the job premise, salary and*

*compensation rates were too good to be true, especially as Miss C was supposedly making these earnings over a couple of hours.*

*In addition, Miss C said in her submissions that she had no reason to doubt the opportunity was genuine, but the scam chat screenshots clearly show she was suspicious she may be scammed, but then proceeded to take the scammer's words at face value anyway and follow their instructions without challenging or critically evaluating them.*

*Finally, Miss C has also argued that she was vulnerable to the scam, due a recent bereavement in her family. I'm very sorry for her loss and can see how this was a very troubling and challenging time for her. However, I can't see that Monzo had been notified of any vulnerabilities or needs such that it should have known to take additional steps to protect Miss C as she was making the payments.*

*Overall, looking at the circumstances, I think Miss C should have, on balance, realised there was a possibility the situation was not genuine and acted accordingly, much earlier than she did. As such, it would not be fair to require Monzo to compensate her for the full amount of her remaining losses. Weighing the fault that I've found on both sides, I've concluded, on balance, that a fair deduction would be for Miss C to bear 50% of her losses.*

#### *Customer service concerns*

*Miss C argued that reporting the scam payments was made more difficult by Monzo because she was instructed to use their banking app, instead of doing that on the phone. She also lamented not being offered a call back when she first notified Monzo of the scam.*

*Having reviewed her communication with Monzo, in-app and over the phone, I can't agree Monzo was responsible for any wrongdoing in the circumstances. I note Miss C spoke on the phone to Monzo twice, and she didn't express any needs or requiring a call back. Monzo directed her to the quickest way of reporting the transactions as fraudulent and I can't see that this resulted in any delays.*

*Miss C wasn't able to submit all the screenshots in one go, but was given the opportunity to send any further evidence through the Monzo app, and when she called to confirm receipt of all her screenshots, Monzo guaranteed that it had all been duly received.*

*Also, whilst I understand how reporting the scam on the phone could have been a more personable experience for Miss C, she needed to send physical evidence, which could have only been submitted via Monzo's official channels.*

*So, I can't see Monzo fell short of any standards on this occasion, and I won't award any compensation, as a consequence.*

#### *Recovery*

*All of Miss C's scam payments went to an international payee.*

*Given that scammers are known for moving funds out of the receiving account within minutes, or hours at most, and considering that the chances of recovering funds from an international beneficiary are incredibly slim, I believe that, no matter how prompt Monzo's efforts, Miss C's funds were unlikely to be recovered in the circumstances.*

*So, I don't think it would be fair and reasonable to conclude that Monzo should have done anything more to try and recover Miss C's funds.*

### *Calculating the refund*

*As set out in the “What happened” section above, I’ve added to the overall loss the early faster payments Miss C didn’t report to Monzo, as I’m satisfied by Miss C’s testimony that they were also lost to the scam. So, the overall loss from the Monzo account is £10,130. Moving on to the calculation of the redress, as mentioned above, Miss C also received money back into her Monzo account from the scammer, totalling £196.*

*Given Miss C was falling victim to a scam and her ‘job/investment’ wasn’t genuine, I don’t think this money should be attributed to any specific payment. Instead, I think this money should be deducted from the amount lost by apportioning it proportionately across all of the payments Miss C made to the scam. This ensures that these credits are fairly distributed.*

*To work this out, Monzo should take into account all of the payments Miss C made to the scam. In this case, the ‘profit/returns’ received equals £196 and the total amount paid to the scam equals £10,130. Monzo should divide the ‘profits/returns’ by the total amount paid to the scam. This gives the percentage of the loss that was received in ‘profits/returns’.*

*Deducting that same percentage from the value of payments eight to 14 – amounting to £6,017, gives the amount that should be reimbursed.*

*Here the ‘profit/returns’ amount to 1.93% of the total paid to the scam. It follows that the outstanding loss of £6,017 should be reduced by the same percentage. That means Miss C’s reimbursable loss is 98.07% of £6,017.*

*However, as I’ve explained above, I also think that the amount reimbursed should be reduced by 50% to reflect Miss C’s contributory negligence.*

*Please note that, for ease of reading, I’ve rounded the relevant percentages down to two decimal places, but Monzo should perform the calculation I’ve set out above to arrive at a more precise figure, as I have done to arrive at the figure below.*

*I therefore calculate the scam reimbursement due to Miss C to be £2,950.29.*

*As the scam payments went to an international payee, they incurred processing fees, so 50% of these should also be refunded for payments eight to 14.”*

Monzo has replied to my provisional decision pointing out that two returns had been missed out in my calculations, taking the overall total returns from £196 to 207.

Miss C has made some further submissions which I’ve summarised as follows:

- Revolut’s intervention was the only reason Miss C stopped making payments to the scam, as it placed her payment on hold, which gave Miss C the opportunity to reflect on what was happening. So earlier intervention from Monzo would have had the same effect.
- The activity should have been blocked earlier than payments six and eight, as Miss C wasn’t used to making international transfers.
- Miss C only answered in the way that she did on the Revolut app due to sustained coaching from the scammer on how to avoid banks’ disruption, but that wasn’t her genuine intention.
- A 50% deduction for contributory negligence doesn’t fairly reflect the circumstances of Miss C’s complaint, and a lower negligence deduction, if any, should apply.

- Miss C expressed her difficulties in the in-app chat with Monzo whilst submitting the scam evidence, which is evidence of her feeling disregarded by Monzo.

### **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 very sorry for what has happened to Miss C and I recognise the impact this scam has had on her and her finances.

I've given careful thought to her arguments to my provisional decision. However, even when taken together, they don't change my opinion of how this complaint should be fairly and reasonably resolved.

I'll explain why.

Firstly, I have already explained in my provisional decision the regulatory framework under which banks are expected to be on the lookout for unusual activity in their customer's account. But, there is no set rule on the minimum payment amount or type of payment requiring a bank to block and intervene on a customer's payment.

I do accept Miss C had never made international transfers, but she had made several payments from abroad and in different currencies in the months prior to the scam. Moreover, she regularly used her account, for amounts similar to the early scam payments, and was used to making various transactions over a single day.

It's crucial to set the right balance between enabling banks to carry out their function as payment service providers and protect their customers from the risks of financial harm. And I must take into account that Monzo will have overseen and processed thousands of genuine transactions with features similar to those of Miss C's ones, by the time it processed her payments.

I don't think Miss C has made any compelling arguments as to why payments one to five should have warranted any intervention from Monzo, so I won't depart from the findings made in my provisional decision.

With regards to whether earlier intervention from Monzo would have successfully prevented her losses, Miss C has stated both that she heeded Revolut's warning and that she was heavily coached by the scammer on how to navigate the in-app interventions. So, it falls on me to make a finding on the balance of probabilities as to what would have happened, had Monzo asked Miss C about the purpose of her payment through an in-app questionnaire.

By Miss C's own admissions, she was heavily coached by the scammer on what to select to achieve minimal disruption during the payments. Her selections on the Revolut's in-app questionnaire support this version of events.

Whilst being coached and socially engineered isn't a fault and I don't think Miss C was reckless in her actions, I must take into account how the level of coaching she received from the scammer would have impacted Monzo's ability to detect that she may be at risk of being scammed.

And, on balance, the above evidence persuades me that Miss C would have most likely selected answers in line with the scammer's advice and disguised the genuine reasons of her payments to ensure Monzo wouldn't block them.

So, I don't think Monzo would have been put in the condition to adequately identify and warn Miss C about the risks that she was facing, specifically linked to job task scams.

Miss C insists that Revolut's intervention is the only reason the scam was unveiled, but I must take into consideration other factors, such as that Miss C was running out of funds to send to the scammer by the time of the Revolut payment, that she'd already lost £10,000 to the job platform, and that the premise of the scam was becoming less and less plausible with every payment she made.

I think these were important contributing factors that ultimately led to Miss C not making any more payments. But these factors weren't present at the time of payment six, and because Miss C had been told by the scammer to expect Monzo to block payments to new payees as a routine check, I don't think she would have heeded a bank's written warning that wasn't specifically relevant to her circumstances.

So, I remain of the opinion that a tailored written warning intervention by payments six couldn't, on a balance, have unveiled the scam.

With regards to the contributory negligence percentage I've attributed to Miss C's actions, I've relied, as explained in my provisional decision, on what the law says in this regard and what I believe to be the fair and reasonable outcome in the circumstances.

Miss C has accepted there were some red flags to the job opportunity and having to pay to access tasks. As mentioned previously, I've also seen no evidence that she conducted any research on the platform or the credentials of her trainer. Sadly, job task scams are very widespread and simple online research would have revealed to Miss C that she hadn't signed up to a genuine investment/job opportunity.

The established approach on contributory negligence envisages liability be equally split between the parties and I haven't identified, through the evidence, any reasons as to why I should depart from it, so I won't.

Finally, Miss C says that she felt disregarded by Monzo when she expressed difficulty in submitting the scam evidence through its app. However, I must balance the discomfort she may have experienced in completing the steps on the Monzo app, with the wider discomfort generated by having just fallen victim to a scam and having to collect and send evidence of it to her bank.

Our service isn't the financial regulator and it's not my role to review whether Monzo's banking app is the most accessible and efficient it can be. However, the evidence shows that Miss C was ultimately able to send all of her supporting evidence through Monzo's established channels and verify in a later call that it had all been duly received and linked to her claim. I can't see that Miss C stated to Monzo that she had any impairments for which she couldn't use the app either. So, I see no reason to award any compensation in this respect.

Due to the above reasons, my decision on the fair and reasonable resolution of this complaint remains unchanged.

*Calculating the redress*

Before I proceed with my recommendation as to the fair and reasonable resolution of this complaint, I note that Monzo's submissions as to the calculation of returns were correct, as I had missed the first two returns Miss C received from the scammer. This affects the calculation of the redress in the following way:

- Total losses sustained are: £10,130.
- Total profits/returns received are: £207.
- The profits/returns amount to 2.04% of the total loss, which means the reimbursable loss is 97.96% of £6,017. After a 50% deduction for negligence, the amount reimbursable by Monzo is £2,947.02.

### **Putting things right**

To put things right, Monzo Bank Ltd should now:

- Pay Miss C 50% of the payments she made from payment eight onwards – a total of £2,947.02.
- Refund 50% of all fees applied from payment eight onwards.
- Pay 8% simple interest per annum on the overall reimbursement from the date of each payment to the date of settlement\*

I consider that 8% simple interest per year fairly reflects the fact that Miss C has been deprived of this money and that she might have used it in a variety of ways.

\*If Monzo considers that it's required by HM Revenue & Customs to deduct income tax from the interest I've awarded, it should tell Miss C how much it's taken off. It should also give Miss C a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons given above, I uphold this complaint in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 March 2026.

Daria Ermini  
**Ombudsman**