

## The complaint

Ms B has complained that Monzo Bank Ltd won't refund the money she says she lost in a scam.

## What happened

In 2024, Ms B complained to Monzo via representatives. Her representatives said that Ms B's payments to her own cryptocurrency account made between early 2023 and summer 2024 were made as part of a scam. They said Ms B sent the funds on from her crypto account to the scammer's platform, and lost over £29,000.

Monzo didn't think they were liable for Ms B's stated loss.

Our Investigator looked into things independently and didn't uphold the complaint. Ms B appealed, so the complaint's been passed to me to decide.

I sent Ms B and Monzo a provisional decision on 15 September 2025, to explain why I didn't think the complaint should be upheld. In that decision, I said:

*I must first point out that I've not been given sufficient evidence that these particular payments were lost to a scam. Ms B has provided evidence that she was involved in a crypto scam between late 2021 and mid-2022. But the payments she complained about were from 2023 and 2024. I've not been given any evidence which reasonably shows or substantiates that those payments were lost to any scam. All I can see is that Ms B sent those payments to her own crypto wallet. For all I know, those funds are still available to her, or were sent to another wallet of her own or to an acquaintance, or were used to purchase goods or services, and so on. It's also notable that Ms B didn't raise any concerns about these payments with Monzo outside of her complaint, even when she spoke to Monzo about a different scam just after these disputed payments finished.*

*I could only potentially hold Monzo liable for an alleged scam loss if there was substantiating evidence that the loss actually took place. But here, I have no such evidence, and Ms B's contact with Monzo at the time indicates that these payments were more likely genuine. It may be that Ms B or her representatives meant to complain about some payments from 2021 and 2022, and complained about her 2023-2024 payments in error. But I can only consider the complaint which Monzo had a chance to look at and which was brought to our service, which was specifically about the 2023-2024 payments. If Ms B wants to complain about payments from 2021 and 2022 instead, I'm afraid she'd need to make a separate complaint to this one and give Monzo the opportunity to look into that first.*

*With that said, even if I were to conclude that these 2023-2024 payments were lost to a scam – despite the lack of evidence – I'm afraid I still couldn't reasonably hold Monzo responsible for that alleged loss. I'll explain why.*

*It's not in dispute that Ms B authorised the payments involved. So although she didn't intend for the money to end up in what she now says was a scam, under the Payment Services Regulations she is liable for the payments she made and the alleged loss in the first instance. And broadly speaking, Monzo had an obligation to follow her instructions – the starting position in law is that banks are expected to process payments which a customer authorises them to make.*

*Monzo should have been on the lookout for payments which could be the result of fraud or scams, to help prevent them. But a balance must be struck between identifying and responding to potentially fraudulent payments, and ensuring there's minimal disruption to legitimate payments. Here, the account had been opened with the stated purpose of making these types of payments, and Ms B had confirmed this again when Monzo queried her account usage – which was months before the disputed payments began. Indeed, in the preceding period Ms B had been using this Monzo account almost exclusively for these types of payments, and often for similar amounts. So the disputed spending was broadly in line with expectations for this particular account.*

*As such, I wouldn't have expected Monzo to carry out person-to-person intervention here. And I don't think a tailored warning was likely to have stopped the alleged loss. I say that because even after Ms B instructed her representatives to complain about the alleged scam, the disputed payments continued over the following weeks. So apparently Ms B carried on making scam payments even once she knew it was a scam. As such, it would not be likely or plausible that a warning would've stopped the loss in this particular case.*

*I've then considered what Monzo did to try to recover the money after Ms B told them about the alleged scam. As these were payments to Ms B's own crypto account, they were not covered by the CRM Code for scams. It wasn't possible for Monzo to recover crypto which Ms B had already sent on from her other account. And any funds remaining in Ms B's other account were still available to her, so there was nothing more for Monzo to do there.*

*So while I'm sorry to hear that Ms B might have lost these payments to a scam, based on what I've seen so far I cannot fairly hold Monzo responsible for that alleged loss. And so I can't fairly tell Monzo to reimburse Ms B in this case.*

I said I'd consider anything else anyone wanted to give me – so long as I received it before 29 September 2025. Monzo didn't add anything further, and Ms B's representatives let us know that Ms B also had nothing more to add.

### **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.

Neither side have sent me any new evidence or arguments. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 28 October 2025.

Adam Charles  
**Ombudsman**