

## **The complaint**

Mr B, via a representative, has complained that Monzo Bank Ltd (“Monzo”) failed to refund the money he lost as part of an investment scam.

## **What happened**

The details of this complaint are well known to both parties, so I will not repeat everything again here. Instead, I will focus on giving the reasons for my decision.

In summary though, Mr B was introduced by a friend to a crypto staking platform, but it was actually a scam. I will call the scam company B.

Mr B then made around 4 payments to B. These were made by open banking payments to a crypto exchange. The funds were then converted into crypto and were sent to B. The payments made from Mr B’s Monzo account totalled over £15,000 and took place in September 2024.

Mr B realised he had been scammed when he was unable to make a withdrawal. Mr B asked Monzo to refund these payments, as he believes Monzo should have done more to prevent him from being scammed in the first place. Monzo did not agree with this.

One of our investigators looked into this matter and he thought that any intervention from Monzo would not have stopped the scam. He therefore did not uphold this complaint.

Mr B did not agree with this and therefore this case has been passed to me to issue 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons.

In deciding what’s fair and reasonable, I am required to take into account relevant law and regulations, regulators’ rules, guidance and standards, and codes of practice; and, where appropriate, I must also take into account what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is more likely to have (or would have) happened, in light of the available evidence and the wider circumstances.

In broad terms, the starting position is that Monzo is expected to process payments and withdrawals that a customer authorises it to make. This should be in accordance with the Payment Services Regulations and the terms and conditions of the customer’s account.

However, taking into account relevant law, regulatory rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Monzo should:

- have been monitoring accounts and any payments made or received to counter various risks, including 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 firms are generally more familiar with than the average customer;
- 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;
- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Monzo sometimes does); and
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

I think that Monzo should have intervened when Mr B made a payment of £7,000 on 3 September 2024. I think an appropriate intervention would have been to ask questions about the payment and to provide a warning based on the answers provided. But I don't think that this would have stopped the scam.

I say this because on 2 September 2024 I can see that Monzo contacted Mr B about a payment that he attempted to make. This intervention initially consisted of a series of written warnings based on the type of transaction that Mr B made. These warnings included some of the features of the scam, such as guaranteed profits are a sign of a scam and that profits that are too good to be true are a sign of the scam.

These warnings did not resonate with Mr B either at the time or later in the scam, despite him being offered \$480 guaranteed returns a day on an investment of \$30,000.

Monzo then called Mr B to ask further questions. Mr B gave answers that were misleading which again prevented Monzo from uncovering the scam. For example, he said nobody that he had met online was guiding him; that he had not been offered a guaranteed return; and he also insinuated that he was not sending the funds on from his crypto account and he was holding the crypto in place. It is clear from listening to the call that Mr B had plenty of opportunities to explain what he was actually doing, but he chose not to. I think that this prevented Monzo from uncovering and preventing the scam.

I think that Monzo should have intervened again later in the scam. But I think that the same thing would have happened. With this in mind and given that Monzo was only required to take proportionate steps to try and protect Mr B from financial harm. I'm not persuaded he would've shared anything concerning with Monzo, had it questioned him more about what he was doing. So overall, I think that Monzo should have intervened more than it did. But I do not think that this would have likely stopped or uncovered the scam or allowed Monzo to provide a relevant warning that would have resonated with him.

I've also thought about whether Monzo could have done more to recover the funds after Mr B reported the fraud.

Monzo are under no obligation to refund the money, as the Contingent Reimbursement Model (which Monzo follows the principles of) does not cover transfers to an account in the customer's own name.

I appreciate this will likely come as a great disappointment to Mr B, and I'm sorry to hear he has been the victim of a scam. However, whilst I have a great deal of sympathy for the situation that Mr B found himself in, I'm not persuaded that Monzo can fairly or reasonably be held liable for his loss in these circumstances.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

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

Charlie Newton  
**Ombudsman**