

## The complaint

Mr H complains that Monzo Bank Ltd won't refund the money he lost to a job scam that required payments in crypto.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr H received a message from a recruitment company on a messaging app and was subsequently offered an on-line job with Company P which posed as a legitimate company.

The job was completing simple reviews, aimed at boosting search engine optimisation, for high commission. Mr H was recruited, added to a realistic group chat with what he thought were other employees and an account was created for him on a Company P platform.

After completing each set of tasks, the subsequent set became more expensive and to be able to both continue with the job and withdraw funds Mr H found it necessary to add more and more money via a crypto account.

To access tasks, commission and crypto profit, Mr H had to pay Company P. He did this by:

- Moving funds from his overseas bank account to a friend called Mr A.
- Asking Mr A to then credit his Monzo account.
- Upon receipt of the credits, transferring funds to his crypto exchange account with Company C.
- Crediting the scammers from his account with Company C.

Mr H explains the scammers coached him to ensure his payments reached them and that he wasn't thinking straight due to the scammers' tactics and the pressure they applied.

As can be seen in this table Mr H made two payments to Company C, and a third payment was blocked by Monzo as they suspected a scam.

Payment Number	Date	Payment method	Beneficiary	Amount	Comment
1	17/2/25	Faster Payment	Mr H's account with Company C	£3100	
2	25/2/25	Faster Payment	Mr H's account with Company C	£4000	
Attempted	26/2/25	Faster Payment	Mr H's account with Company C	£4380	Payment blocked by Monzo

Mr H realised he was being scammed soon after Monzo stopped the attempted payment.

Mr H complained to Monzo seeking a refund of his £7,100 loss as he thinks they should've warned and protected him. However, Monzo couldn't see that they'd done anything wrong and they rejected his claim and said they did spot unusual activity intervening on payment number 3, blocking it and restricting his account, as they suspected a scam.

Mr H brought his complaint to our service. Although our investigator thought Monzo should've intervened earlier, she didn't think an intervention would've made a difference.

As Mr H remains dissatisfied, his complaint has been passed to me to look at.

**I issued a provisional decision on 13 October 2025, and this is an extract of what I said:**

*What I've provisionally 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, my provisional decision is different to our investigator's view. I'm partially upholding this complaint, and I'll explain why.*

*I should first say that:*

- *From reviewing Mr H's submissions, I'm persuaded he has been the victim of a cruel scam and I'm very sorry he's lost a significant amount of money here.*
- *My role is to independently evaluate the evidence provided by both parties. So, where evidence is incomplete, inconsistent or contradictory, as some of it is here, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.*
- *In making my decision I took into consideration Mr H's comments about a vulnerability, a lack of understanding of (spoken) English due to this not being his main language, and how (he believes) Monzo failed to apply a reasonable adjustment, in the form of a translator. Therefore, I considered whether it is fair and reasonable to place weight on the answers he gave to questions he was asked when Monzo intervened and spoke to him over the phone on 27 February 2025.*
- *I'm satisfied that the APP Scam Reimbursement Rules, introduced by the Payment Systems Regulator in October 2024, for customers who have fallen victim to an APP scam, don't apply here due to the payments being made to another account in Mr H's name.*
- *Regarding recovery, as the fund went to company C and then to the scammers' crypto account, I don't think Monzo could've been expected to recover them.*
- *The Payment Services Regulations 2017 (PSR) and Consumer Duty are relevant here.*

#### **PSR**

*Under the PSR and in accordance with general banking terms and conditions, banks should execute an authorised payment instruction without undue delay. The starting position is that liability for an authorised payment rests with the payer, even where they are duped into making that payment.*

*There's no dispute that Mr H made the payments here, so they are considered authorised.*

*However, in accordance with the law, regulations and good industry practice, a bank should be on the look-out for and protect its customers against the risk of fraud and scams so far as is reasonably possible. If it fails to act on information which ought reasonably to alert a prudent banker to potential fraud or financial crime, it might be liable for losses incurred by its customer*

as a result.

*Banks do have to strike a balance between the extent to which they intervene in payments to try and prevent fraud and/or financial harm, against the risk of unnecessarily inconveniencing or delaying legitimate transactions.*

*So, I consider Monzo should fairly and reasonably:*

*Have been monitoring accounts and any payments made or received to counter various risks such as anti-money laundering and preventing fraud and scams.*

- *Have been monitoring accounts and any payments made or received to counter various risks such as anti-money laundering and preventing fraud and scams.*
- *Have 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 banks are generally more familiar with than the average customer.*
- *In some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, before processing a payment, or in some cases declined to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.*

#### *Consumer Duty*

*Also, from July 2023 Monzo had to comply with the Financial Conduct Authority's (FCA's) Consumer Duty which required financial services firms to act to deliver good outcomes for their customers. Whilst the Consumer Duty does not mean that customers will always be protected from bad outcomes, Monzo was required to act to avoid foreseeable harm by, for example, operating adequate systems to detect and prevent fraud. Also, recognise signs of vulnerability, such as language difficulties, and provide appropriate support.*

*With the above in mind, I considered the following:*

*Should Monzo have recognised that Mr H was at risk of financial harm from fraud at each payment point?*

*Payment 1 - £3,100 on 17 February 2025*

*Monzo's records show that they didn't provide automated warnings about the risk of crypto and / or crypto investments, prior to releasing payment 1. I also can't see that they did this when Mr H set up Company C as a new payee and made two payments totalling £810 in early February 2025.*

*Considering Mr H's account usage (low amount transactions), this was a third payment to a new payee and a known crypto exchange that month and crypto payments / investment scams were very well known to banks in 2025, I think Monzo should've recognised a risk at payment 1 and provided a tailored warning to Mr H.*

*However, even though I think Monzo should've done more here, I don't think this would've resonated with Mr H as this was a job scam and the warnings would've likely been about the risk of investing in crypto and crypto investments.*

*Payment 2 - £4,000 25 February*

*However, a week after payment 1, Mr H was making another high and unusual payment, his fourth in the month totalling £7,910. Also, it was the third consecutive*

*payment that was increasing in value and the second payment where funds had come into his account on the same day from Mr A.*

*So, I think upon payment 2, Monzo should've recognised Mr H could be at risk of financial harm and put in place a human intervention with one of their fraud and scam agents to find out what was happening and to probe to ensure Mr H wasn't being scammed.*

*If a bank doesn't question payments that have risk factors, then it can't fulfil its duty to protect customers. I'm not saying that means it must check every payment out of its customers' accounts. But here, there was a heightened risk and a potential multistage scam indicator.*

*Payment 3 - £4,380 26 February 2025*

*I recognise Monzo were concerned at payment 3 and they did put a human intervention in place and their agent blocked the payment. But for the reasons mentioned above, I think they should've done this one payment earlier.*

*I then considered:*

*Whether effective interventions would've prevented the losses that Mr H suffered?*

*Having established the human intervention should've taken place at an earlier point, I then considered causation. Put simply, whether Monzo's failure to warn, probe and detect at payment 2 caused Mr H to lose his money.*

*Mr H's spoken English*

*I first reflected on the human intervention that did happen. Having listened to Mr H's call with Monzo, although I recognise English is not his main language, I'm not persuaded that his spoken English was at a level where an interpreter was required or he didn't understand the questions he was being asked. Also, although I appreciate Mr H may have requested an interpreter on another call (which can't be traced), I found that:*

- He was able to communicate clearly in English.*
- When Mr H mentioned his English was weak Monzo's agent made adjustments to the speed with which she spoke.*
- On some questions, Mr H wanted to check he'd correctly understood the question and on these he was able to repeat back what was said and then answer the question.*
- There were a few questions which Mr H struggled to understand and on these he mentioned this to the agent who then spoke slowly, repeated and simplified the questions and checked for understanding which Mr H confirmed.*

*So, from listening to this call, I think Mr H did understand the very relevant warnings and questions that he was asked, and I found that he wasn't truthful in his responses. For example, he said he wasn't paying another wallet and even when the agent described the exact job scam that he was experiencing and asked him if that applied to him or if anyone was helping him, he denied this was the case and said he was acting on his own initiative.*

*Coaching*

*I'm persuaded by Mr H's messages with the scammer, in which he showed desperation (for them to release his money) and distress (at having to pay them more and not having the funds) that his untruthful responses to very good and strong probing from the agent, was because he felt under severe pressure and was under the spell of the scammer. Also, I think it more likely than not that he had been coached.*

*Although I'm not persuaded that Mr H would've been truthful on a human intervention on any of the payments, I think it follows that had Monzo put a human intervention in place at an earlier payment point they would've similarly blocked the payment and frozen his account. This is because, I think it more likely than not that:*

- *He would've been faced with a similar diligent agent asking the same probing questions.*
- *He would've given the same vague and uncertain answers that showed he had very limited knowledge and experience of crypto. This together with the unusual activity on his account (mentioned above) and his decision to invest in such large amounts would've been very suspicious. It caused the 27 February 2024 call to last for nearly 40 minutes. Also, for the agent, who I think was very suspicious, to notice inconsistencies in his stated experience*
- *He would've mentioned USDT trading when answering a probing question, which the agent picked up on as being a hallmark of job scams, hence her directly asking if this was what was occurring.*
- *The agent would've:*
  - *Asked to see evidence, which he wouldn't have been able to provide, from his Company C account to show that he wasn't paying another wallet.*
  - *Blocked or continued to block his account.*

*Mr H says that he reflected on the intervention, and it either caused or contributed to him realising he was being scammed. Due to a lack of information, I can't confirm what caused him to realise he was being scammed; however, I think it's very possible. This is because the intervention was strong and the agent homed in on a job scam, describing exactly what Mr H was experiencing. Also, she asked for information that would've likely made him reflect on the scam education she'd given him. And even if it didn't resonate, the action of blocking the payment, freezing the account and requiring information would've in any case stopped Mr H from making any further payments.*

### *Summary*

*So, if Monzo's first intervention was at the point of payment 2, I think they would've taken the same blocking action and, on that basis, I think Mr H wouldn't have been able to pay the scammers and wouldn't have lost £4,000.*

*I then considered:*

### *Causation*

*As I think he wouldn't have lost the funds from payment number 2, due to his account being frozen at this earlier date, I then considered whether it would be fair and reasonable for Monzo to accept full liability for Mr H's payment 2.*

*There's a general principle that consumers must take responsibility for their decisions. With this in mind, I have considered whether Mr H did enough to protect himself from the scam. Although I recognise how convincing these cruel scammers are, I don't think Mr H did enough. I think he ought reasonably to have had concerns about the legitimacy of the job offered given the high salary for low hours and basic tasks. Also, a requirement to send funds in cryptocurrency to increase his supposed earnings. In addition, it was an unsolicited job offer via a messaging service app and not receiving a formal contract should've been seen as very unusual and warranted him to exercise greater caution and do more research.*

*Considering the above, I'm satisfied that there was contributory negligence from Mr H.*

#### *Putting things right*

*In a situation where both the customer and the business are equally at fault, I think it is only fair and reasonable for liability to be shared from the point – which I consider to be payment number 2 – the payments to the scammer should've been stopped.*

*So, my provisional decision is to partially uphold this complaint, and subject to the receipt of evidence (listed below\*) I require Monzo to:*

- *Refund Mr H £2,000 (50% of payment 2 which was £4,000).*
- *Plus pay simple interest of 8% from the date this payment was made to the date of settlement.*

*\*The following evidence will be required before a final decision is made:*

- *A copy of Mr H's bank statement showing the transfer of his funds to Mr A.*
- *A letter from Mr A containing the following:*
  - *A scan of a formal identification document showing name and address.*
  - *An explanation of the arrangement with Mr H and the money he transferred didn't belong to him.*
  - *A copy of his bank statements (clearly showing his name and address) showing Mr H's funds being received into his account and then paid to Mr H's Monzo account.*

**I issued a second provisional decision on 29 October 2025, and this is an extract of what I said:**

#### *What I've provisionally 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.*

*Further to my above provisional decision, I received a response from both parties.*

*Monzo accepted the proposed outcome.*

*Mr H said:*

- *He believes Monzo should provide a refund from payment 1 as the same situation and risk applied.*

- *The following about my requirement for him to provide evidence about the source of the funds:*
  - *The funds were sent to him from Ms A and not Mr A.*
  - *The funds were cash he'd previously given to Ms A in a 'personal arrangement'*
  - *It is difficult, highly uncomfortable and inappropriate for him to ask her to provide the evidence I've set out.*
  - *He would like extra time, until 12 November 2025, to see if he can obtain a short-written confirmation from her.*

*So, I looked at everything again.*

*For the reasons set out in my above provisional decision, I would only have expected an automated intervention upon payment number 1 and, considering Mr H's untruthful responses to very good and strong probing from the Monzo agent when he tried to make (attempted) payment 3, I'm not persuaded that an automated intervention would've made a difference. So, I remain of the view that only payment 2 should've triggered a human intervention and, had this occurred, payment 2 would've also likely been blocked and Mr H probably wouldn't have lost the £4,000.*

*Regarding my condition, about the source of funds, which Mr H hasn't met, unfortunately I'm unable to accept his suggested alternative proposal. This is because for our service to make a safe decision requiring a bank to make a refund, we need to have clarity on the source of the funds. Also, as this is a scam complaint, clarity on the intended destination.*

*In this case, I'm unable to confirm that the funds belonged to Mr H and were to pay crypto for the job scam. Unfortunately, without both clarity and evidence, I can't uphold this complaint and ask Monzo to make a refund.*

*Also, there are inconsistencies in Mr H's explanation, as on the call recording (when Monzo intervened) he referred to the person as a male and confirmed the funds were transferred to a family friend because he couldn't transfer them direct into his crypto account. Mr H now says something different, that he paid this person, a female, in cash.*

*I'm sorry my requirement has proven difficult for Mr H. However, I don't think it is inappropriate for another party to explain the circumstances of them holding money that belongs to someone else, even more so if they are a family friend.*

*To again consider partially upholding this complaint, I would need to ensure my decision is both safe and fair. So, I would need to see the following:*

- *An explanation of the above-mentioned inconsistencies.*
- *An explanation for the transfer to Ms A being in cash.*
- *Evidence showing the cash belonged to Mr H – a named account statement showing the withdrawals.*
- *Evidence of the cash being paid into Ms A's account – a named account statement showing the credits.*
- *Ms A's transfer to Mr H's Monzo account – a named account statement showing the debits.*
- *A signed explanation note from Ms A accompanied by a signed copy of her passport.*

*Having considered Mr H's latest submissions, although I still think Monzo should've done more here (and they've accepted this), as Mr H hasn't been able to provide the*

*required evidence of the source of the funds he used to pay the scammers, I can't safely or fairly uphold this complaint.*

*So, my revised provisional decision is that I'm not upholding this complaint against Monzo.*

*My provisional decision*

*For the reasons mentioned above, my second revised provisional decision is that I'm not upholding this complaint against Monzo Bank Ltd.*

*This is subject to any comments that either Monzo Bank Ltd or Mr H may wish to make.*

*These must be received by 12 November 2025.*

### **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.

Further to my above second provisional decision, dated 20 October 2025, on 12 November 2025:

- Mr H responded to say he accepted the provisional decision for 50% of payment 2 and repeated his request for a 50% refund on payment 1.
- Our investigator responded to Mr H explaining that payment 1 had again been considered in the second provisional decision and she pointed him to the relevant text. Also, she pointed out the requirement to evidence the source of the funds which he hadn't met.
- Mr H then requested *'an extension of 10 days to submit the required documents / respond to your recent request regarding my complaint. This additional time will allow me to gather the necessary information and ensure everything is accurate and complete'*.

I agreed to an extension to enable Mr H to provide the required information about the source of his funds and to enable me to consider partially upholding his complaint, as per my first provisional decision (which required Monzo to pay him a refund of £2,000 for payment 2). However, on 24 November 2025 Mr H:

- Confirmed he'd seen the explanation on Payment 1.
- Said he couldn't meet the requirement about the source of the funds which I'd specified in my second provisional decision. He explained this was problematic as:
  - *'These payments were made around 7–8 months ago, and Mr A does not know that I was the victim of a scam. He is not aware that these transactions were connected to a scam, and asking him now for bank statements, a copy of his passport or a signed explanation would be very difficult and embarrassing for me, and could create misunderstanding. For these reasons, I am unfortunately not able to provide the documents you requested about Mr A.*
  - *Therefore, I understand that you are not able to safely or fairly uphold my complaint for Payment 1, and I accept your provisional decision on that point'.*
- He added that he *'would also like to confirm that I am happy to accept the provisional*



*decision for Payment 2 and I am willing to proceed with the 50% refund you have proposed'.*

**My final decision**

Having considered Mr H's response dated 24 November 2025, I can't confirm if the funds he received into his Monzo account and then paid to crypto Company C belonged to him or another person and what the arrangement was regarding payments to Company C.

Also, there is file evidence that Mr H wasn't truthful with Monzo about the reasons for his payment and, although I've seen evidence of a job scam, when I've asked Mr H for evidence of the source of the funds (that were subsequently paid to Company C and then the scammer) he has now twice given conflicting information about the gender of the person who paid funds into his account. Furthermore, they now don't appear to be the family friend he said they were and the circumstances on the payment trail appears different.

Also, the above raises questions about the payments to Company C. So, although I think Monzo should've been suspicious on payment 2 and blocked the payment, I can't safely or fairly uphold his complaint and require them to make any refund here.

Therefore, for the reasons mentioned above, my final decision is the same as my second revised provisional decision, which is not to uphold this complaint against Monzo Bank Ltd.

**My final decision**

For the reasons mentioned above, I'm not upholding this complaint against Monzo Bank Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 December 2025.

Paul Douglas  
**Ombudsman**