

The complaint

Mr M complains that Monzo Bank Ltd ('Monzo') won't refund him the money he lost after he fell victim to an Authorised Push Payment ('APP') scam.

In bringing his complaint to this service Mr M is represented.

What happened

I issued a provisional decision for this complaint on 20 November 2025. In it I set out the background and my proposed findings. I've included a copy of the provisional decision at the end of this final decision, in italics. I won't then repeat all of what was said here.

Both parties have now had an opportunity to respond to the provisional decision.

Monzo didn't respond to the provisional decision or offer any further arguments. Through his representatives, Mr M didn't accept the outcome. In summary, his representatives argued that there were sufficient red flags, with the payments Mr M made, for Monzo to have spotted that Mr M may have been at risk. They added that the bank had failed in its duty and should have intervened and provided effective scam warnings.

As all parties have now had the opportunity to respond, I'm going on to issue my 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.

I've considered Mr M's further comments, but these don't change my outcome here. Mr M has argued, in summary, that Monzo ought to have identified that there was risk with the payments he was making and so should have intervened and provided him with warnings about the payments.

Given that I have covered this argument in my provisional decision, I won't go on to repeat everything in detail here. But in summary, I don't think the payments Mr M was making, would have caused Monzo to have been concerned that he was at risk of financial harm. The payments were going to an existing payee, to whom Mr M had made frequent, including larger, payments within the 12 months leading up to the scam.

Overall, I'm not persuaded the activity on the account warranted any intervention from Monzo and I don't think it has made any errors in allowing the payments to be progressed.

I am sorry that Mr M has lost money in this way, and he does have my sympathy. But based on the evidence I've seen, it wouldn't be fair or reasonable for me to ask Monzo to refund him the money he has sadly lost.

My final decision

For reasons explained above and in my provisional decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 January 2026.

Provisional Decision

I've considered the relevant information about this complaint.

I intend to reach a different outcome to that of the Investigator. And in doing so, I wanted to give both parties an opportunity to respond with any further points before issuing my final decision.

The deadline for both parties to provide any further comments or evidence for me to consider is 4 December 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don't hear from Mr M, or if they tell me they accept my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

The complaint

Mr M complains that Monzo Bank Ltd ('Monzo') won't refund him the money he lost after he fell victim to a scam.

In bringing his complaint to this service Mr M is represented, but for ease of reading I will refer to Mr M throughout this decision.

What happened

The background to this complaint is well known to both parties and has been laid out in detail by our Investigator in their view, so I won't repeat it all in detail here. But in summary, I understand it to be as follows.

In or around October 2024, Mr M was contacted about a job opportunity. He was told the job involved carrying out tasks online, for which he would earn a salary and a commission. Believing everything to be genuine Mr M proceeded, but unknown to him at the time, he had been contacted by fraudsters. The fraudsters then persuaded Mr M to pay his own money in order to proceed with the work.

To facilitate the payments, Mr M sent funds, via card payment, from his Monzo account to a cryptocurrency account in his own name. That account was with a platform which I'll refer to as K. For the final payment, Mr M made a faster payment to K, through K's legal entity P. Once his funds had been transferred into cryptocurrency, it was subsequently moved onto accounts that the fraudsters controlled.

Mr M used his Monzo account to make the following payments as part of the scam;

	Date	Time	Type of transaction	From/To	Amount
1	21/10/2024	12:45	Card payment	Cryptocurrency platform K	£1,000
2	21/10/2024	16:51	Card payment	Cryptocurrency platform K	£1,500

3	21/10/2024	17:59	Card payment	Cryptocurrency platform K	£1,000
4	21/10/2024	20:53	Card payment	Cryptocurrency platform K	£500
5	21/10/2024	21:06	Faster payment	Cryptocurrency platform K through P	£2,100
	22/10/2024*	10:42*	Credit	Cryptocurrency platform K through P	£523.25*
				Total loss	£5,576.75

Mr M realised he'd been scammed when he was unable to pay the amount the fraudsters were asking for, but the demands for money continued.

Mr M raised the matter with Monzo, but it didn't uphold his complaint. Unhappy with Monzo's response, Mr M brought his complaint to this service. One of our Investigators looked into things and thought the complaint should be upheld in part. In summary, our Investigator thought Monzo ought to have intervened at the point Mr M made the fifth payment, in the table above. It was our Investigator's view that, had Monzo intervened at this point and warned Mr M, it would have made a difference, and he wouldn't have gone ahead with this payment.

But our Investigator also thought Mr M should bear some responsibility for his loss. In summary, this was because they thought there was enough going on that ought to have led him to have some concerns about the legitimacy of the job.

Mr M agreed with our Investigator's view. But Monzo disagreed, in summary it said;

- *The spending activity on the account wasn't unusual for Mr M.*
- *The payment was going to a payee that Mr M had been paying since 2021. With no previous payments reported and with Mr M, as well as making payments out, receiving multiple payments into his account – suggesting the payments were legitimate.*
- *Given this, Monzo said it was unrealistic that it would have been able to identify a scam.*

As agreement couldn't be reached, the complaint has been passed to me for a decision.

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.

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 focussed 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 haven't. 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.

Having thought about everything carefully, I don't think Monzo is responsible for refunding the money Mr M sadly lost. I'm sorry to hear that Mr M has been the victim of a cruel scam. I don't underestimate his strength of feeling, and I know this will come as a disappointment to him, so I'll explain why.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations 2017 and the terms and conditions of the customer's account. Here, it is not in

dispute that Mr M authorised the payments in question, so that means he is liable for them, even though he was the victim of a scam.

However, that is not the end of the story. The regulatory landscape, along with good industry practice, sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victim to scams.

So, in this case, I need to decide whether Monzo acted fairly and reasonably in its dealings with Mr M when it processed the payments, or whether it should have done more than it did.

In doing so, I'm mindful that firms, such as Monzo, process a high volume of transfers and transactions each day. And a balance has to be struck as to when it should possibly intervene on a payment(s) against not holding up or delaying its customer's requests.

In the individual circumstances of this case, I think it's important to note that Mr M's payments were going to long-established payees. Just looking at the account statements for the 12 months preceding the first disputed transaction, I can see multiple and frequent transactions (both debits and credits) involving K and P. These included transactions that were for both similar amounts to and on occasions more than the payments that sadly went to the fraudsters. Additionally, these had been payees on Mr M's account dating back a number of years and during that time, there had been dozens of transactions involving K and P.

Alongside this, I can also see that there were occasions where transactions have been carried out on the same day. I acknowledge on the day Mr M sent his payments to the fraudsters, it appears to have been the greatest number of transactions he'd made to K/P in an individual day. But that in and of itself doesn't mean that the payments ought to have flagged as unusual. Given what Monzo knew about the destination of Mr M's payment – his own account which he had frequently sent payments to/from – I don't think an uplift in the amount of payments being made, to the extent we can see in the circumstances of this case, would have appeared as so unusual such that Monzo could reasonably have been expected to suspect that Mr M was potentially at risk of financial harm.

In saying that, I've also considered the value of the payments Mr M was making. When looking at Mr M's statements for the months leading up to the scam, I can see that there are a number of transactions, both involving K/P and to other payees, for amounts in excess of the payments made here. So, I don't think the value of the payments Mr M was making would have appeared as atypical to Monzo either. There also isn't a clear pattern of the payments increasing in value, which can also sometimes be indicative of fraud.

Overall and with all things considered, I don't think the payments Mr M was making would have appeared as unprecedented to Monzo and I don't think the payments ought to have triggered an intervention. As such, I don't think Monzo made an error in allowing the payments to be progressed.

I've considered whether there was any opportunity for Monzo to have recovered the money Mr M lost. It's possible to dispute a debit card payment through a process called 'chargeback', which can sometimes be attempted if something has gone wrong with a debit card purchase, subject to the relevant card scheme's rules.

I haven't seen any evidence that Monzo raised a chargeback here. But, in any event, I don't think that has made a difference. I say that as it's evident that both the card payments and the faster payment Mr M made went to a legitimate cryptocurrency merchant and it's clear

the merchants provided the goods and services paid for (converting Mr M's money into cryptocurrency). So, there would have been no prospect here of a chargeback being successful or of Monzo being able to recover any of the funds Mr M lost.

I don't intend any comments or findings I've made in this decision to downplay or diminish the impact this scam has had on Mr M. It's very unfortunate Mr M has lost this money in this way, and I understand the whole experience has been deeply upsetting and I do have a great deal of sympathy for him. But in the circumstances, having carefully considered everything, I'm minded to say that I don't find Monzo could have reasonably prevented Mr M's loss here. Neither do I find there were any other failings on Monzo's part that would lead me to uphold this complaint.

My provisional decision

My provisional decision is that I don't uphold this complaint.

Stephen Wise
Ombudsman