

The complaint

Mr W complained about Monzo Bank Ltd. He said it had blocked his card, and had allowed an online retailer to take duplicate payments even after he'd cancelled them.

What happened

On 11 August 2020, Mr W complained to Monzo using its chat facility. He told Monzo there had been an unauthorised payment from his account. Monzo temporarily blocked Mr W's card, saying this was to keep his money safe. It explained that Mr W's card could be temporarily unblocked if he needed to make an urgent card payment or withdraw cash.

Mr W said he didn't need his card blocked, and wanted to use it. He said he'd cancelled an order with an online retailer, because it had been debited twice, but the retailer had taken it again. He said he'd asked for a copy of the chat facility with the online retailer but they'd refused. Monzo told Mr W how to report the problem on his app.

There were further chat conversations. Mr W asked Monzo to unblock his card, saying he needed cash for food, and Monzo gave Mr W a phone number for if he ever needed to withdraw cash.

Mr W replied that there had been another unauthorised payment from his account.

On 14 August, Mr W contacted Monzo while he was at a cashpoint, and Monzo temporarily unblocked the card so he could withdraw cash. Monzo sent a replacement card, which Mr W authorised on 16 August.

Monzo asked Mr W for more information about the transactions he was disputing with the online retailer – so it could determine whether it was a dispute about goods and services, or fraud.

On 19 August, Mr W contacted Monzo and said the online retailer had charged him double for orders, but they were no longer on his account so he couldn't send Monzo any information about the duplicated payments. He complained.

Monzo identified the disputed transactions as three payments on 6 and 9 August to an online retailer, for £11.61, £58.71 and £36.99. Monzo's disputes team replied to Mr W, saying it couldn't submit a chargeback about the payments, because Mr W hadn't provided enough information. It said that it needed:

- a receipt or proof of purchase for every disputed transaction;
- an expected delivery date or delivery confirmation;
- all correspondence with the retailer about goods Mr W didn't get.

In its response to Mr W's complaint, Monzo said that it had followed the right procedure in asking for more information about the transactions Mr W was disputing. But Monzo partly upheld Mr W's complaint about customer service. It hadn't been clear whether the problem was a dispute about goods and services, or fraud. So Monzo had unblocked the card at one point, then blocked it again a few days later. Monzo paid Mr W £35 for the inconvenience.

Mr W wasn't satisfied with Monzo's reply, but didn't provide any more information about the disputed transactions. His reply said: "*There is no evidence of these transactions because they were not made by me and they do not exist. They have taken money from my account without me placing an order.*"

Mr W contacted this service.

Our investigator asked Mr W for more information about the disputed transactions. He wasn't happy at being asked for more information, and said what he'd sent should be enough. He said the online retailer had closed his account. Mr W asked for copies of what he'd sent us, which the investigator provided. He also asked for copies of all his Monzo bank statements, and the investigator sent him those too.

Our investigator didn't uphold Mr W's complaint. She looked at Mr W's bank statements and couldn't see that the disputed payments had been duplicated – they'd just been charged once. She considered it was reasonable for Monzo to have asked for more information. And Mr W hadn't provided us with more information about the transactions. She thought that the £35 Monzo had paid Mr W was fair for the confusion which meant his account had been blocked for longer than necessary.

Mr W wasn't satisfied. He asked for an ombudsman decision and said he couldn't help it if the online retailer had deleted all the evidence, and said we should ask them for it.

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.

It's clear from the texts and emails that Mr W is angry about what he sees as poor service by Monzo. My job is to look at what Monzo did, and whether this was fair and reasonable in all the circumstances of the complaint. I'd also explain that there are rules about what this service can and can't consider. This means I can only consider Mr W's complaint about Monzo, and not his dispute with the online retailer.

The disputed transactions

I've looked at Mr W's Monzo bank statements. They show three payments to the online retailer on 6 and 9 August 2020. But they appear once, and aren't duplicated. So the evidence doesn't show that the payments to the online retailer were duplicated.

A chargeback is a process which can be used to resolve disputes about goods and services. But chargebacks don't automatically produce a refund, and any bank which raises a chargeback on behalf of a customer has to have as much information as possible. Chargebacks aren't decided by the bank which puts in the claim for its customer. And if there isn't enough information, the chargeback will just be rejected.

So I find that it was fair for Monzo to have asked Mr W for more information about the transactions he was disputing. And it was in Mr W's own interests, because more information could have increased the chance of a chargeback succeeding. I can see Monzo did request more information, which I've set out above. I recognise that Mr M said he didn't have a copy of the chat from the online retailer, and that the online retailer had closed his account. But Mr W didn't provide the necessary detailed information about why he disagreed with the online retailer, including a detailed account of what had happened, backed up by evidence. That information was essential to be able to raise a chargeback with any prospect

of success. It was for Mr W to set out exactly what he was complaining about with the transactions, with relevant detail – it wasn't something which either Monzo or this service could do for him. Without that information, I find there was nothing more that Monzo could have done.

Blocking the card

I've read the chat messages, and having done so, I can see why Monzo's employees weren't clear whether the dispute was about goods and services, or whether it was about fraud. If fraud is a possibility, banks block cards to prevent a fraudster being able to take out more money. And "*unauthorised payment*" or "*fake transactions*" as Mr W described them at different times, could mean fraud. So I consider Monzo acted correctly when it blocked Mr W's card initially. And I can see that on multiple occasions, it told him how he could get cash or urgent transactions done, and it issued a replacement card within reasonable timescales.

I can, however, see that after Mr W explained the payments had been made by him but had been duplicated, Monzo first unblocked the card then blocked it again a few days later. I consider the £35 which Monzo paid Mr W was fair and reasonable for the inconvenience which this service issue caused.

So I don't require Monzo to do anything more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 13 September 2021.

Belinda Knight
Ombudsman