

## **The complaint**

Mr C is unhappy that Monzo Bank Ltd have restricted his access to their banking app.

## **What happened**

To briefly summarise: Monzo asked Mr C to provide some information to them about his income and employment. Mr C didn't want to provide that information to Monzo, and so didn't answer the questions Monzo asked of him. Monzo explained to Mr C that if he didn't answer the questions as requested that they would restrict his access to his Monzo online banking app, which they subsequently did. Mr C wasn't happy about this, and he also wasn't happy that Monzo didn't provide him the contact details for their Data Protection Officer ("DPO") when he first asked for them. So, he raised a complaint.

Monzo responded to Mr C and said that they didn't feel that they'd done anything wrong by restricting Mr C's access to their app following his refusal to provide the information they'd requested from him. But they did apologise to Mr C for not providing the contact details for their DPO when he'd first asked for them, and they offered to pay £50 to Mr C as compensation for any trouble or upset this may have caused. Mr C wasn't satisfied with Monzo's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Monzo had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr C remained dissatisfied, so the matter was escalated to an ombudsman for 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'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Mr C has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr C for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr C notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr C and Monzo. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

It also must be noted that this service only has the remit to consider points of complaint which have previously been referred to the respondent business and which that business has had the opportunity to consider and issue a formal response to.

Mr C is unhappy that Monzo restricted his access to their app because he didn't answer the questions that they asked of him. Monzo have explained that they feel it necessary to obtain information about their account holders in line with the questions they asked Mr C as part of their regulatory obligations. Mr C disagrees and says that there is no regulatory requirement for Monzo to obtain the information from him that they were requesting.

As explained, this service isn't a regulatory body. As such, it isn't for me to decide that Monzo were or weren't acting in a non-regulatory manner here. That would be for a regulatory body – for instance, the Financial Conduct Authority (“FCA”) – to decide.

My remit here is focussed on whether I feel Monzo acted unfairly. But given that it's clear that Monzo have asked Mr C for the information they did because they feel its necessary for them to do so and with security and anti-fraud concerns in mind, I don't feel that Monzo have acted unfairly as Mr C contends. And I also note that Monzo sent a sequence of messages to Mr C that clearly explained their requirements, and which gave Mr C advance warning that his access to Monzo's app would be restricted if he didn't comply with them.

Of course, it's Mr C's right to not provide the information to Monzo that they were requesting. But I also feel that, when Mr C made the choice to not answer Monzo's questions, it was fair and reasonable for Monzo to restrict Mr C's access to their banking app, as they'd explained to Mr C that they would. And this is because I feel the overriding principle here is that if an individual wants to continue to avail of the unrestricted services of a business, then that individual should fairly act in compliance with the reasonable requirements of that business – which, in this instance, I feel that Mr C has not.

Mr C is also unhappy that, when he asked for his account statements to be emailed to him, that Monzo asked him to send a copy of a personal identification document (such as a driving licence) via email, which Mr C considers as being an insecure method.

Given that Mr C had contacted Monzo via email, I don't feel that it was unreasonable for Monzo to have required a copy of his photo ID. And this is because I feel that the provision of photo ID would allow Monzo to be reasonably assured that they had received the account statement request from Mr C and not from an unauthorised third party.

If Mr C was uncomfortable communicating with Monzo via email it seems reasonable to me that he would have used an alternative contact channel, such as the in-app chat function or telephone. And given that Mr C didn't use any alternative channel, but contacted Monzo by email, I don't feel that it was unfair or unreasonable for Monzo to have asked Mr C to complete their verification requirements via the channel he had used to contact them.

Finally, Mr C is unhappy that he wasn't given the contact details for Monzo's DPO when he first asked for them. Monzo have apologised to Mr C for this and offered to pay £50 compensation to Mr C for the trouble and upset he may have incurred. This seems like a fair outcome to this aspect of Mr C's complaint to me, and I don't feel that Monzo should reasonably be instructed to do anything further in this regard. Monzo have also provided their DPO's email address to Mr C.

All of which means that I don't feel that Monzo have acted unfairly as Mr C contends here regarding their requests for information and their restricting his access to their online banking app. And I feel that Monzo have already fairly resolved Mr C's complaint about not being

given their DPO's contact details in the first instance.

I realise this won't be the outcome Mr C was wanting, but it follows from all the above that I won't be upholding this complaint or instructing Monzo to take any further or alternative action. I hope that Mr C will understand, given what I've explained, why I've made the final decision that I have.

### **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 C to accept or reject my decision before 21 February 2024.

Paul Cooper  
**Ombudsman**