

The complaint

Ms P complains that Monzo Bank Ltd won't refund £60 she says wasn't dispensed by an ATM.

What happened

The circumstances of this complaint are well known to both parties, so I won't repeat them all again here in detail. But I will provide an overview of events below.

On Sunday 14 May 2023, at 11.44am, Mrs P says she attempted to withdraw £80 from an ATM. The £80 showed on her bank statement, but she says only £20 was dispensed. She then tried another ATM at 11.46am to withdraw the missing £60 (because Ms P says she needed £80 in cash to pay a market retailer) which she said was dispensed successfully. Ms P says this second cash withdrawal should be considered as evidence the first withdrawal was £60 short.

Ms P said she spoke to another customer waiting at the ATM who reassured her the matter could be disputed with her bank. Ms P also said she went into the bank who operated the ATM (on the next working day) and asked for any camera footage or evidence the ATM balanced – but she said it refused to provide this information.

Ms P raised the dispute with Monzo on 29 May 2023. Monzo refunded the £60 to Ms P whilst a chargeback claim was considered. Monzo contacted Ms P and said:

'Mastercard assessed your claim and ruled the dispute in favour of the ATM provider, who shared evidence that confirmed this specific money was dispensed and taken from the cash machine. Upon reviewing this evidence, we have agreed with the findings. We aren't obligated to offer you a refund if the dispute isn't ruled in your favour and so we're sadly unable to dispute your claim further. As such we have also taken back our refund on 8th August'.

Unhappy with this response, Ms P referred her complaint to the Financial Ombudsman.

One of our Investigators contacted Monzo for more information. In particular, she asked for:

- Evidence showing Ms P's £80 withdrawal on 14 May 2023 was successful.

Monzo provided no further information to show Ms P had successfully withdrawn £80 and so our Investigator upheld the complaint. She asked Monzo to refund Ms P £60 with 8% interest from 8 August 2023.

Ms P accepted our Investigator's findings, but Monzo didn't so the case has been passed to me to decide.

In short, Monzo said it had followed the chargeback process and had reviewed the evidence

that had been provided as part of that process. It said it had no knowledge of any errors having been reported with the ATM or that it had been tampered with in any way. Monzo also confirmed Ms P hadn't raised a similar dispute before.

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've reached the same outcome as our Investigator – and for largely the same reasons. Let me explain why.

It's for Monzo to evidence the transaction Ms P made was processed correctly. And when applying my fair and reasonable remit, I must consider whether Monzo took reasonable steps to request technical evidence to show the £60 had been dispensed.

Monzo has provided us with what looks like an extract from the ATM journal roll showing Ms P's £80 transaction. But there's no information about the transactions made before and after Ms P's, nor is there any information of the impact of Ms P's withdrawal on the ATM balance.

I appreciate Monzo has followed the chargeback process. However, I don't think this limited evidence is enough to say that the ATM correctly dispensed the amount Ms P requested.

Monzo hasn't been able to provide evidence to show:

- The breakdown of notes dispensed to Ms P.
- The disputed amount of £60 hadn't gone into the purge bin.
- The ATM balanced on 14 May 2023.
- There weren't any reported problems with the ATM around the time of the transaction.
- There were no other claims raised for transactions completed on the same day.

In the absence of this information, I can't be certain that the ATM correctly dispensed the money to Ms P. I appreciate Monzo believes it has met its obligations here, but I think it's reasonable to expect it to have carried out more enquiries and obtain more technical evidence to show the money was dispensed.

And so, taking all this into account, I can't rule out the possibility that there was a problem or some type of error with the ATM that affected Ms P's transaction in some way.

Furthermore, Ms P's testimony has been consistent throughout, and she took the action I'd expect following the withdrawal, which adds to her credibility. I also think Ms P's actions in withdrawing the missing £60 from another ATM two minutes after the attempted £80 withdrawal adds weight to her testimony. And she has also provided evidence of what she needed the £80 in cash for on 14 May 2023. Ms P also made direct contact with the ATM provider via the branch as soon as she could.

Having considered Ms P's testimony, I find it to be more persuasive than the evidence (or lack of) provided by Monzo.

Putting things right

When there are two competing versions of events put forward by the parties involved in a complaint, I must consider whatever evidence is available. I then weigh this evidence against the balance of probabilities to decide what's more likely to have happened in the circumstances.

Having done this here, all things considered, and on the balance of probabilities, I think it's more likely than not that Ms P didn't receive the money she requested from the ATM. And it follows that Monzo should refund Ms P £60 plus interest.

My final decision

My final decision is that this complaint is upheld. Monzo Bank Ltd should:

- Refund £60 to Ms P's account.
- Add 8% simple interest per year to this amount from 8 August 2023 to the date of settlement - less any tax lawfully deductible.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision **before 8 February 2024**.

Anna Jackson
Ombudsman