

## **The complaint**

Mr D has complained Monzo Bank Ltd won't refund him for various disputed transactions.

## **What happened**

In February 2024 Mr D contacted Monzo to complain about 17 transactions he didn't recognise. These included a mix of cash machine withdrawals along with gambling transactions.

Monzo believed they had enough evidence to show these transactions had most likely been made by Mr D so wouldn't refund him.

Unhappy with this outcome, Mr D brought his complaint to the ombudsman service.

Our investigator reviewed the evidence but felt overall Monzo were correct in not refunding Mr D.

Mr D remained unhappy and has asked an ombudsman to consider his complaint.

## **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. I'll explain my overall outcome.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr D's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Monzo provided as well as what Mr D has told us. He believes his Monzo card was potentially compromised when he left it in his father's car.

I believe these disputed transactions between 17 January and 9 February 2024 were carried out with Mr D's authorisation. I say this because:

- Mr D's card was used for four separate cash machine withdrawals on different dates during this period. I know Mr D believes his card could have been cloned but I don't

believe this is feasible. During this period Mr D continued to retain his card and continued to make transactions which aren't in dispute.

- There are numerous disputed gambling transactions amongst the payments Mr D disputes. What Mr D didn't tell us is that during the period, his account also received credits – presumably winnings – from these gambling companies. I can see no gain for an unknown (or even known) third party if any winnings are paid back into Mr D's account.
- Monzo's evidence shows throughout this period Mr D was using his account. Credits were made to top up his account. Generally, this took place prior to some of the disputed payments. Mr D denies this was him, but I see no explanation how a third party would be able to access his banking app to arrange these top ups.
- Most of the disputed transactions use Apple Pay. The evidence shared by Monzo suggested this was done on the device set up originally by Mr D. At no stage has Mr D suggested he wasn't in possession of his mobile.

I appreciate Mr D's stance that he didn't make these transactions. However, I think there is enough evidence to show that these transactions were authorised by Mr D. I won't be asking Monzo to do anything further.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr D's complaint against Monzo Bank Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 September 2024.

Sandra Quinn  
**Ombudsman**