

The complaint

Ms F says Monzo Bank Ltd (“Monzo”) refuses to refund her for transactions on her account that she says she didn’t authorise.

What happened

The facts of this case are well known to both parties, and due to Ms F’s vulnerabilities, I understand it won’t be helpful to repeat this all at length.

In summary, Ms F says she noticed an unknown device registered on her account and some unauthorised transactions. So, she contacted Monzo about these transactions, which took place between 19 July 2024 and 23 July 2024 and totalled £1,270.00.

Ms F thinks a family member may have been involved and had accessed her phone while she was away in Northern Ireland. Ms F says Monzo should refund these transactions as unauthorised. She is also unhappy about how her complaint was handled.

Monzo says it has no evidence that the transactions were made by an unknown third party, and in any event the money went to an account with another bank in her name so she would need to complain to the other bank. Monzo offered to contact the other bank for her to try and retrieve the funds, but Ms F refused to give it permission to do so. Monzo agreed that it didn’t return Ms F’s call when it had promised, so for this it paid her £150 compensation. Monzo says it hasn’t done anything else wrong.

Our investigator considered the complaint and decided not to uphold it. Ms F wasn’t happy with this outcome, so the complaint has been passed to me 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

Having considered the evidence, testimonies, and relevant legislation (The PSR’s) I am not upholding this complaint. I am not persuaded Ms F’s account has been compromised and so, on balance, I think it is more likely than not that the disputed transactions were authorised.

Monzo has provided evidence to show that the transactions were made on a device also used for undisputed transactions. It has also shown that most of the transactions in dispute were funded by incoming transactions from another account in Ms F’s name, and we don’t have any evidence that Ms F is disputing these incoming payments. I’ve not been provided with any plausible evidence on how someone else would’ve been able to access Ms F’s Monzo account, and Ms F’s evidence is that her phone is also protected with a passcode.

I've thought about what Ms F has said about leaving her phone at home while she went away, and the fact that another family member has had access to her phone in the past. But the dates of the evidence supplied shows that Ms F was back from her trip when the disputed payments began. And even though she told us her son had access to her phone and the passcode previously, she says she changed her passcode after she regained access.

I have also considered what Ms F has said about using a borrowed phone for the time she was away, and the fact that she suspects a family member might have taken a picture of her debit card. But this still doesn't explain how someone else could've accessed her Monzo app to allow the transactions to go through, and it doesn't explain why the disputed transactions were funded by undisputed incoming payments from her other account.

From the evidence of her online banking logins, I can see that Ms F's usual device was used to log in to her online banking during the times of the disputed transactions. I've also seen at similar times the disputed transactions were being made from another device. So, I think Ms F had access to her online banking while the disputed transactions were taking place, and had she not made them she would've raised this at the time she first saw them.

Ms F raised additional complaint points to us about how her complaint was handled. She says she is unhappy she was always directed to speak to different people regarding her complaint, and she thinks Monzo took too long to investigate this. Monzo has already paid Ms F £150 in compensation for failing to call her back within the 48 hours it had promised her. And I think that offer is fair for their error.

I don't think it would be fair to expect Monzo to have allocated one person for Ms F to speak to for her complaint as it operates a 24-hour chat system, where customers can reach out whenever they need. But this means that the staff operate a shift pattern, and the first available agent responds to avoid undue delays. Monzo provided an outcome to Ms F's complaint within the required 15 days, so while Ms F feels that she had to keep chasing for an update, I am satisfied she was given a response to her complaint within a reasonable time.

I know this outcome will come as a disappointment to Ms F. From the sounds of it, she is going through a difficult time and for that she has my sympathy. I have no intention of calling Ms F a liar but, having weighed up the evidence, I am not persuaded that these transactions were unauthorised. So, I won't be asking Monzo to refund them. I also won't be asking Monzo to compensate Ms F any further as I haven't been able to identify any further failings in its handling of Ms F's complaint.

My final decision

For the reasons outlined above I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 27 February 2025.

Sienna Mahboobani
Ombudsman