

## **The complaint**

Mr W complains that Monzo Bank Ltd unfairly holds him liable for a charge on his account for a higher amount than he agreed.

## **What happened**

Whilst in Cancun, Mr W noticed he'd been overcharged for headache tablets.

Mr W opened a dispute with Monzo once he became aware of the discrepancy but despite raising a chargeback with Mastercard, Monzo was unable support the dispute in favour of Mr W. The merchant presented evidence which showed the charge was authorised by Mr W.

Our investigator on reviewing everything didn't recommend that the complaint be upheld. She considered that as Mr W had authorised the payment, he was responsible. She didn't think Monzo had acted unreasonably by treating the transaction as authorised.

## **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, my review of the evidence has led me to the same overall conclusion as the investigator for much the same reasons.

The investigator's view set out the full facts, the transaction in dispute, and the evidence that was presented. So, I won't repeat every detail here, only those which form the basis of my decision. However, I can assure Mr W that I've considered everything, including his comments and evidence.

When considering what's 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 be good industry practice at the time.

The relevant law here is the Payment Services Regulations 2017, and broadly speaking it states Mr W is responsible for any payments that he has authorised, and he isn't responsible for any unauthorised payments. So, I think the main consideration here is whether Monzo has acted fairly in concluding that Mr W did authorise the transaction that is in dispute here.

I'm satisfied from Monzo's evidence that Mr W's genuine card and PIN were used to make the disputed withdrawal and so he authorised it. But the regulations relevant to this case say that is not, on its own, enough to enable Monzo to hold him liable. I also need to think about whether the evidence suggests that it's more likely than not that Mr W consented to the amount debited.

From what Mr W has said, he does not dispute the transaction took place; he disputes the amount he was charged. I can't say exactly what happened when Mr W went to pay for the

tablets, but he states there were problems with the card machine, and as he didn't check the card reader or his receipt at the time, he didn't realise how much he was charged until he checked his Monzo account sometime later.

I note when Monzo pursued the matter and raised a chargeback with Mastercard, the merchant challenged it by presenting a signed receipt for the amount in dispute as evidence. And as Mr W no longer had possession of his receipt for the transaction, Monzo was unable to take the matter any further.

Under the regulations unfortunately it doesn't matter if the payer, Mr W here, doesn't know the amount they are being charged. They are still treated as having consented to the payment if they authorise it with their genuine card and PIN.

I can only consider whether Mr W consented to the transaction, which then entitles Monzo to debit his account. Mr W may have a dispute directly with the merchant if he feels he was overcharged or misled in some way but that doesn't mean Monzo has done anything wrong by declining to refund the amount charged.

In summary, although I can appreciate Mr W did not agree to the amount he was charged, and I can understand his strength of feeling on this matter, Mr W has himself said that he didn't check the terminal or the amount he was being charged. And there's nothing to suggest it said anything other than the amount that ultimately debited his account. He might have a dispute as to whether the price reflected what he received, but that isn't a reason for Monzo to refund an otherwise authorised payment. Based on the evidence provided I am satisfied that Mr W authorised the transaction, so Monzo is entitled to hold him liable for it.

### **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 11 March 2025.

Sukhdeep Judge  
**Ombudsman**