

## **THE COMPLAINT**

Ms D complains that Monzo Bank Ltd (“Monzo”) will not reimburse her money she says she lost due to fraud.

## **WHAT HAPPENED**

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

On 30 November 2024, Ms D’s Monzo card was added to a digital wallet (Apple Pay) on her mobile device. On 2 December 2024, three transactions were made online using the device which Ms D’s card was added to. These transactions amounted to £263.95 in total and were made to Suica Mobile Payment.

Ms D disputed the above with Monzo stating that she neither added her card to her mobile phone, nor made the disputed transactions. When Monzo refused to reimburse Ms D, she raised a complaint, which she also referred to our Service.

One of our investigators considered the complaint and did not uphold it. As Ms D did not accept the investigator’s findings, this matter has been passed to me to make a decision.

## **WHAT I HAVE 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 find that the investigator at first instance was right to reach the conclusion they did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

## **Scenarios**

Below are three possible scenarios in this case:

- a) Ms D consented to the disputed payments by making them herself.
- b) Ms D consented to the disputed payments by providing authority to a third party to make them.
- c) A third party made the disputed payments without Ms D’s consent.

In scenarios (a) and (b), Ms D would not be entitled to redress. In scenario (c), Ms D could potentially be entitled to redress.

### **Key findings**

- Having considered the technical information Monzo provided, I am satisfied the disputed payments were authenticated.
- Ms D's Monzo card was added to the digital wallet (Apple Pay) on her mobile device. This would have required Ms D's mobile phone, card details and PIN code.
- Ms D accepts that she received an SMS text message from Monzo on 30 November 2024 stating that her card had been successfully set up for Apple Pay. When Ms D disputed this matter with Monzo, it asked her why she added her card to Apple Pay. She responded, "*I didn't know that I did and I don't know what an Apple token is?*".
- Ms D has not provided any evidence to suggest how she could have been compromised. That is, how a third-party could have accessed Ms D's mobile phone, add her Monzo card using – having managed to obtain – the required details and then make the disputed transactions.
- Ms D has confirmed that no one had access to her mobile phone at the time, and that a passcode and/or biometrics would have been required to access it. Ms D has also confirmed that, for example, no one knows her passcode nor does a third party have biometrics set up on her mobile phone.
- Ms D has alluded to the fact the transactions were made in Japanese Yen, and that she has been the victim of "card cloning". From what I have seen, the disputed transactions were made online, so it was not necessary for Ms D's physical card to have been in Japan at the time of the transactions. In any event, I repeat the points set out in the bullets above.

Taking all the above points together, I am unable to safely conclude that a third party was able to add Ms D's Monzo card to her own mobile phone without her knowledge, and then use Apple Pay for the purposes of making the disputed transactions. Therefore, I find, on the balance of probabilities, that it is likely either scenario (a) or (b) occurred in this matter. It follows from this that I find Ms D consented to the disputed transactions, which would – along with authentication – mean they were authorised.

I note that Monzo says it has paid Ms D £20 for delays, which it is entitled to do. I have considered whether any further award for distress and/or inconvenience is warranted in this matter. Having done so, I am not persuaded that it is. I have not found any errors in Monzo's investigation which would justify an award for distress and/or inconvenience.

### **Conclusion**

Taking all the above points together, I do not find that Monzo has done anything wrong in the circumstances of this complaint. Therefore, I will not be directing Monzo to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

### **MY FINAL DECISION**

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 21 October 2025.

Tony Massiah  
**Ombudsman**