

The complaint

Mr A complains about the way Monzo Bank Ltd handled a claim he made in respect of a transaction made with his debit card.

What happened

Mr A says that he was scammed by a company, that refused to provide him with a refund when he cancelled an online subscription within 14 days. The transaction in question was for £12.38 made to a gaming merchant.

He says that when he approached Monzo for a refund, it refused to do so, citing MasterCard's policies on chargebacks.

He says, as a result, he's lost out in the amount he paid for the transaction. And the situation has caused him significant distress.

Mr A also raised concerns about how Monzo have dealt with his personal data – essentially saying that it provided his data subject access request (DSAR) late, and that the information provided wasn't legible.

In relation to Mr A's complaint about the chargeback, Monzo responded to his concerns but didn't uphold his complaint. It referenced some customer service issues raised by Mr A, and it apologised that the use of emoji's had come across as making light of the situation. However, it didn't feel that its agents in the chat were passive aggressive or unsupportive. It also explained more about the chargeback process and the reason why it couldn't continue with Mr A's dispute – essentially stating that it had no chargeback rights. In a separate response it addressed Mr A's issues with the DSAR but ultimately didn't think it had done anything wrong.

An Investigator considered the evidence provided by both parties but they didn't uphold Mr A's complaint. In summary they said:

- Monzo had fairly followed the chargeback process when deciding not to continue with Mr A's dispute or provide him with a refund.
- The DSAR was sent to Mr A within an acceptable period of time.
- And the information that wasn't legible within the documents was information Mr A already had access to. In addition to this, they didn't find that the poor quality of the documents was as a result of something Monzo had done wrong.

Mr A didn't agree with the Investigator's view. He said the Investigator hadn't been impartial. He said a report from the Information Commissioner's Office clearly showed that Monzo had acted illegally and violated GDPR legislation. In relation to his payment dispute, he accepted that Section 75 of the Consumer Credit Act didn't apply in his case. But he felt that Monzo had a duty of care to attempt a chargeback where he has been scammed.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

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 considered all of the evidence available, I don't uphold Mr A's complaint, for much of the same reasons as set out by the Investigator. I am aware that Mr A will be disappointed by this decision, as I can see how strongly he feels about the matter. I'm also aware that Mr A's complaint here has been the source of much distress for him, so I will keep my findings on the matter brief – however, I'd like to reassure him that I have read and taken into account all of the information provided by the parties, even if I have not referred to or commented on it in this decision.

Chargeback

The chargeback process provides a way for the card issuer – in this case Monzo – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased.

The process is overseen by the card scheme – in this case, MasterCard. Card schemes set out various rules covering things such as what sort of scenarios are eligible for chargeback, the kind of evidence required, and the timescales for a chargeback to be raised.

Generally speaking, it is good practice for a card issuer to attempt a chargeback where the right exists and there's some prospect of success. That said, they're not guaranteed to be successful, and a consumer is not able to demand that their card issuer attempt one. In this case, Monzo didn't raise a chargeback for Mr A because it didn't think it would be successful. So, I've looked to see if that was a fair and reasonable position to take. And I think it was.

I say this because, I can see the refund policy from the merchant set out that Mr A could request a refund of the game within 14 days if he hadn't played the game for more than two hours. In relation to subscriptions, it said it would provide a refund within 14 days if the subscription had been unused. Mr A said that the merchant wouldn't refund him because he had played the game for a few hours. My understanding is that Mr A took out a subscription, so given that he had used the subscription, the refund policy doesn't entitle him to a refund. Because the refund policy doesn't entitle Mr A to a refund, Monzo didn't think it had any chargeback rights.

There isn't a chargeback code that fits this particular scenario, so I don't think it was unreasonable of Monzo to have not continued with the dispute. Even if Monzo had continued with the dispute, I think it likely the claim would have been defended by the merchant, and for the reasons I've explained above, I find it would have very little prospect of success.

Overall, I don't find that Monzo acted unfairly or unreasonably in not providing Mr A with a refund. And for completeness, I haven't seen anything to suggest that Monzo provided Mr A with poor service in relation to how it handled the claim.

I note that Mr A refers to his rights to a refund as set out in law. I make no finding here on whether this is correct or not. But as far as his complaint goes in relation to how Monzo has handled things, I haven't seen anything to persuade me that it has done anything wrong in not providing Mr A with a refund.

DSAR

Ms A has two main concerns about the DSAR. The first being that it was delayed and the second that the information in it wasn't readable. I note that he has referred to Monzo acting illegally – I can't make a finding to say its actions are unlawful, only a court can do this. I will consider if I find its actions to be fair and reasonable.

Monzo had one calendar month to provide Mr A with his DSAR. Mr A requested a DSAR on 6 December 2024. Monzo, reasonably, requested that he verify his identity. Mr A didn't do this until 19 December 2024. The time Monzo had to provide the DSAR starts from the date Mr A provided verification. Monzo provided Mr A with the DSAR on 13 January 2025, therefore, it provided the information within the time scales. I don't uphold this part of his complaint.

Mr A has shown that some of the information provided as part of the DSAR wasn't readable. I'm not persuaded that this is as a result of something Monzo has done wrong. It appears that the information it held was of a poor quality, and it just passed the information it had onto Mr A. While I accept it must have been frustrating for Mr A, I can't fairly conclude Monzo has acted unreasonably by passing this information on to him, as it formed part of the data it held about him.

My final decision

For the reasons set out above, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 November 2025.

Sophie Wilkinson
Ombudsman