DRN-5677034

The complaint

Mr A complains that Monzo Bank Ltd (Monzo) delayed responding to his subject access request under the UK General Data Protection Regulation (GDPR).

What happened

A previous Ombudsman decided ten of Mr A's issues (about chargebacks, customer service, and other matters) were outside our service's jurisdiction. I'm not commenting on those.

Mr A's remaining complaint points that I can consider here are as follows:

- Monzo failed to charge back a payment he made to a food delivery company.
- Monzo failed to offer a neon pink card replacement on request.
- Monzo unfairly declined Mr A's application to increase his Monzo Flex credit limit.
- Monzo failed to reset the limit for ATM cash withdrawals.
- Monzo delayed processing Mr A's subject access request.

Of these, one point remains in dispute — Monzo's delays in processing Mr A's subject access request. Monzo accepted our investigator's recommendation to pay Mr A £500 for the trouble and upset the delays caused him, but Mr A didn't think that was enough.

In this decision, I've focused on the impact on Mr A caused by Monzo's failure to comply with his subject access request. But for completeness, I've addressed the other points briefly.

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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party — it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've carefully considered everything they've sent.

Chargeback

Mr A asked Monzo to raise a chargeback the £29.75 he paid to a food delivery company, as he was unhappy with the quality of the food he received.

On 1 August 2023, Monzo said Mr A's dispute wasn't covered by Mastercard's chargeback scheme. It declined raising a chargeback. However, it has since offered to cover the £29.75 payment to the food delivery company in full, along with 8% simple interest.

The offer is no different than what I would have recommended had I agreed (1) Monzo should have raised a chargeback and (2) that a chargeback would have been successful.

I can also see Mr A has since accepted Monzo's offer, so I don't feel I need to expand any further. All that remains is for Monzo to pay what has since been agreed.

Neon pink card replacement

In April 2023, Mr A blocked his card following a payment on his account he didn't recognise.

In May 2023, Mr A asked Monzo to unblock his card after he realised it was unlikely his card details had been stolen. But as Mr A had disputed a transaction on his account, Monzo said it couldn't unblock the card and would have to replace it. Mr A asked Monzo for a like-for-like replacement of the pink neon card he had.

Monzo said there weren't any cards of the same type left and asked Mr A to pick a different design. Instead, Mr A chose to keep his current card, withdraw the disputed transaction claim, and request his card is unblocked. Monzo carried out that request. However, Mr A said he was unhappy with Monzo's "blunt and unhelpful" service.

Like our investigator, I've not seen anything from the May 2023 webchats that persuades me Monzo gave incorrect information, or that Mr A received poor service.

Monzo ran a promotion in June 2022, offering its customers "this summer" the chance to obtain a limited edition, neon Monzo card. To qualify, Mr A had to invite two friends to join Monzo, and ensure they each make at least one card payment in the first 30 days.

Mr A previously qualified and obtained one of these cards. However, the promotion only applied to the summer of 2022 and there were only a limited number of cards. When Mr A asked for a replacement around a year later, the promotion had long ended. In the circumstances, I've no reason to disbelieve Monzo when it said there weren't any cards left.

While I appreciate Mr A was disappointed the neon pink card was out of stock, I've not seen anything in the way Mr A was treated during the May 2023 webchat that persuades me Monzo gave him factually incorrect information or that it provided poor service.

Credit limit increase request

In October 2023, Monzo declined Mr A's request to increase the credit limit on his Monzo Flex account. Mr A said he felt he was being discriminated against because of his age or because he was receiving a Personal Independence Payment (PIP) — a benefit for those with a disability. However, Monzo later agreed to increase Mr A's credit limit to £4,000.

As Monzo later accepted the increase, I think it's unlikely Monzo declined the earlier request to increase the limit based on Mr A's age or disability. Monzo's further evidence also shows Mr A hadn't been discriminated against based on these characteristics — he simply hadn't met Monzo's eligibility criteria, as explained in its December 2023 final response.

I appreciate why Mr A might have wanted a fuller explanation. But as our investigator pointed out, firms are not obligated to disclose every aspect of their assessments or the detail of their internal checks — doing so could undermine the effectiveness of these checks.

I don't think Monzo acted unfairly here. As Mr A accepted our investigator's view on this point, I don't feel I need to expand further.

ATM cash withdrawal limit

Mr A's attempt to withdraw £250 from an ATM on 8 January 2023 failed, despite Mr A having only withdrawn £150 that morning of his available £400 withdrawal limit.

He asked Monzo through its webchat to reset the withdrawal limit to enable him to withdraw £250 in cash. But the customer service agent said he had to wait until the next day.

Monzo has since agreed the agent could have reset the limit and agreed it provided poor service. It offered £50 but on review our investigator recommended it pay a further £50, given Mr A was left without access to the cash he needed that day.

The parties agreed upon £100 compensation, which I consider a fair and reasonable amount given the impact on Mr A.

Data Subject Access Request

Mr A made several complaints about Monzo's non-compliance with his subject access requests. However, within the scope of this complaint I'm only considering Monzo's delays in responding to the subject access requests Mr A raised in February 2023 and August 2023.

Monzo eventually sent Mr A his personal data on 11 March 2024, around 13 months later. It explained it had mistakenly missed the subject access request. I appreciate Mr A might also feel he didn't get all his data in March 2024, but that's outside the scope of this complaint. All I'm considering here is the impact of the delays.

Monzo has one calendar month to respond to a subject access request under the UK General Data Protection Regulation (GDPR). That means when Mr A, on 9 February 2023, verified his identity and confirmed he wanted all his personal data, Monzo had to respond to the request by 9 March 2023 to comply with the GDPR's time limits.

Monzo didn't respond to the 9 February 2023 subject access request, and Mr A requested his personal data again on 28 August 2023. Monzo formally logged the request and both parties treated this as a new subject access request, jointly expecting Monzo to provide Mr A with his personal data by 28 September 2023, in line with the GDPR time limit.

Between September 2023 and March 2024, Mr A followed up with Monzo several times about its failure to respond. This includes chasers on 6 January 2024, 8 February 2024, and 7 March 2024. Despite Monzo's assurances his request was being dealt with, the webchats indicate Mr A was becoming increasingly distressed with each response over the delays.

I don't doubt Mr A was very upset. Because he sought to rely on the personal data Monzo had to support him in other complaints he had made to Monzo, not having that data made him feel like his ability to support his complaints was being prejudiced. In later webchats, he described the stress he felt as "severe", "extreme", and causing him mental harm.

I've thought carefully about whether Mr A's personal circumstances exacerbated the stress he experienced. I think they did. Mr A said he was hospitalised for two days due to stress-related heart spasms. He said this was brought on by the inconvenience of writing to the Information Commissioner's Office, our service, and lawyers to procure Monzo's compliance with the GDPR. I can't say for sure if the delayed subject access request was the main cause of the incident, but I'm persuaded it materially contributed.

I've also considered Mr A's neurodiversity and other physical and mental health conditions for which he had received, and continues to receive, medical support. As a consumer with his vulnerabilities, which Monzo was aware of during the February 2023 to March 2024 period, I think it's likely he's more susceptible to stress-related harm than a consumer without vulnerabilities. I've accounted for this when deciding fair compensation.

In summary, Monzo should have responded to Mr A's request for his personal data in one month, but it responded over 12 months later. For the latter half of that period, Mr A was especially engaged with the process, contacting multiple parties including Monzo, to ensure his personal data was sent to him. I consider Mr A's personal circumstances and vulnerability to be exacerbating factors in the trouble and upset he suffered.

Compensation is not an exact science, but in deciding what's fair I've considered all the evidence and arguments the parties submitted, the guidance on our website, and the circumstances here. I've kept in mind there's always going to be some element of time, frustration, and stress attributed to Mr A's other complaints, which I can't fairly factor in here.

After considering everything carefully, I agree with our investigator that £500 is fair and reasonable compensation for the impact Monzo's delays had on Mr A.

I know my findings will disappoint Mr A. He said Monzo acted illegally and based on court awards he has seen, he was expecting more. But those situations are different and, ultimately, I can't make a finding on the lawfulness of Monzo's actions like a court can.

In that regard, I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and award redress where appropriate. I don't perform the role of the industry regulator, and I don't have authority to fine or punish financial businesses.

Considering my role and what's fair and reasonable in all the circumstances, I find £500 to be fair compensation for the trouble and upset caused.

My final decision

My decision is that I uphold this complaint and direct Monzo Bank Ltd to pay Mr A:

- £29.75 with interest at the rate of 8% simple per year from 1 August 2023 (the date Monzo refused the claim) until the date of settlement.
- £100 for the trouble and upset caused by not resetting the ATM withdrawal limit.
- £500 for the trouble and upset caused by sending Mr A his personal data late.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 November 2025.
Alex Watts
Ombudsman