

## THE COMPLAINT

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

In short, Mr B is unhappy that Monzo Bank Ltd (“Monzo”) will not reimburse him payments he made to Pixeleum.

One of our investigators considered Mr B’s complaint and did not uphold it. As Mr B 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 he 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.

### Key findings

Mr B has provided a substantial volume of material to support his case – much of it not relevant. I have attempted to distil this to its essential points and address the key issues below.

#### **Transactions disputed in 2024**

It is accepted that Mr B contacted Monzo in 2024 to raise payment disputes. What is in issue however is which payments he challenged at the time. Mr B says he did not dispute any payments to Pixeleum.

From the evidence Monzo has provided, the list of disputed transactions raised in 2024 includes payments to Pixeleum. I am therefore satisfied that Mr B did dispute payments made to Pixeleum with Monzo in 2024.

#### **Type of transactions disputed in 2024**

When Mr B raised his dispute in 2024, he told Monzo, amongst other things, that the merchants concerned were “*processing illegal gambling transactions*”, and he provided screenshots of online reviews to support this.

For these reasons, I am satisfied that the payments Mr B disputed in 2024 were gambling transactions.

### **Type of transactions disputed in 2025**

In Mr B's 2025 dispute, he said, amongst other things, that he had ordered 'digital art' (or NFTs) from Pixeleum but had not received it, explaining: "*Money has gone out from my account which proves the transactions were valid, but no goods or services were received. The services were false.*"

I am satisfied that Mr B changed his account of his payments to Pixeleum – from describing them as gambling transactions, to claiming he had not received goods or services.

### **Is it likely the disputed payments were gambling transactions?**

On the balance of probabilities, I consider it likely that the disputed payments were gambling transactions because:

- Mr B himself said they were when he contacted Monzo in 2024.
- My online searches suggest that Pixeleum is likely linked to gambling.
- The amounts and frequency of Mr B's payments to Pixeleum are indicative of gambling activity. They also align with the broader gambling-related spending pattern which can be seen in Mr B's bank statements.

### **Recourse**

Chargeback is an entirely voluntary scheme, which means firms are under no formal obligation to raise a chargeback claim. The relevant scheme operator can arbitrate on a dispute between a merchant and customer if it cannot be resolved between them. However, such an arbitration is subject to the rules of the relevant scheme – so there are limited grounds on which a chargeback can succeed.

I am satisfied that Monzo acted reasonably in not raising – or continuing – a chargeback on Mr B's behalf. The scheme does not, on the facts of this case, cover gambling transactions or concerns about whether a gambling platform may be acting illegally. Accordingly, I am not persuaded that any chargeback claim would have had a reasonable prospect of success.

Mr B argues that Monzo ought to refund the transactions because it said it would raise a chargeback in its letter dated 15 April 2025. Monzo submits, amongst other things, that in that letter, it was referring only to raising a chargeback for Mr B's payments to Finnart as a gesture of goodwill, and not for any payments to Pixeleum. Having considered the letter, I accept that this is not entirely clear. However, this point alone does not justify a refund of the transactions concerned. In any event, for the reasons set out above, I would not have expected Monzo to have raised a chargeback in these circumstances.

Even if it could be argued that Mr B's payments were not gambling transactions, I cannot ignore that he attempted to mislead Monzo in 2025 about his payments to Pixeleum. It follows that, had Monzo intervened in any of the Pixeleum payments, I consider it likely that Mr B would have frustrated such interventions.

I note that Mr B says Monzo refunded payments he made to Finnart. Monzo says it did so as a gesture of goodwill. I am unable to comment on that decision – it was a matter for Monzo, and it has no bearing on my assessment of the Pixeleum payments.

### **DSAR and Finnart**

Mr B has raised concerns about a DSAR he made to Monzo and about his payments to Finnart. These issues did not form part of his original complaint to Monzo or to our Service, so I will not be considering them. This applies to any other points which did not form part of Mr B's original complaint.

As I understand it, Mr B has raised the DSAR issue with the Information Commissioner's Office. Although a matter for Mr B, I would consider it sensible for him to await their response.

### **Customer service**

I find that the compensation Monzo has offered Mr B, for the reasons set out in its letter of 15 April 2025, is fair and reasonable. I have not found any evidence of further customer service issues that would warrant additional compensation.

### **Conclusion**

Taking all the above points together, I do not find that Monzo has done anything wrong. 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 Mr B to accept or reject my decision before 18 March 2026.

Tony Massiah  
**Ombudsman**