

The complaint

Mr M complains about Monzo Bank Ltd's requirements in relation to identification verification and data processing. He's unhappy that Monzo requires him to confirm his identity by video and that it won't accede to his objection to retention of videos he's previously provided. Mr M says that as a result, he's unable to access his accounts and Monzo is unreasonably holding onto his funds. He's also expressed concern over Monzo's failure to provide him with information under a data subject access request ("DSAR") he made.

What happened

I issued my provisional decision on this complaint setting out what Monzo needed to do to settle matters. I invited both parties to let me have any additional comments and evidence before I finalised matters. I set a deadline for responses. Below is a copy of my provisional decision.

Copy of provisional decision

Mr M has banked with Monzo for several years. Monzo operates a verification system that requires its customers to provide a short video 'selfie' that it can compare to the one held in its records before proceeding with a transaction or other customer request.

In September 2024, in the course of undertaking this verification, Mr M says he requested information under a DSAR, to which Monzo failed to respond. Mr M also complained to Monzo about its verification system. He said he'd been forced to record videos of himself as part of unblocking his account and that he didn't consent to the use of facial/voice biometrics in that way. He requested that it delete the videos, citing his "right to erasure" under the relevant legislation¹.

Monzo declined Mr M's request. It said it needed to retain the videos to ensure it was complying with its legal obligations, including anti-money laundering and anti-fraud measures, and to be in a position to defend legal claims that might be brought against it. Mr M disagreed with Monzo's stance. He said the purpose of processing the videos was to facilitate specific transactions such as obtaining his personal identification number ("PIN"), and that as those purposes had been served, the bank was no longer entitled to process them as his personal data. Mr M went on to request additional information from Monzo about its data retention policies.

Monzo sent Mr M its formal response to his complaint. Its letter dated 18 October 2024 provided the additional information relating to the length of data retention and its data processing arrangements. There was no change to its stance on Mr M's request to delete data, though the response letter referred mainly to the original selfie video rather than the verification videos Mr M had supplied.

¹ The Data Protection Act 2018 – Part 3, Chapter 3: Rights of the Data Subject.

Mr M was unable to access his Monzo accounts without going through the bank's verification process. According to Monzo's contact notes Mr M told it he was unable to record videos due to an accessibility issue. In January 2025, Mr M brought his complaint to us, indicating he was still without access to his funds.

Our investigator considered what had happened. She concluded, in summary:

- Monzo hadn't acted unreasonably towards Mr M in the approach it had taken to identification verification or data retention. The explanation it had given to support its decision not to erase data was consistent with complying with its legal and regulatory obligations.
- Although she had asked Mr M to elaborate on what he had said about accessibility, he had declined to provide any further information. The investigator wasn't persuaded that in the circumstances there was a basis to say that the bank's video verification process was unfair to Mr M.

Mr M did not accept the investigator's assessment and asked for this review. In doing so, he made the following comments:

"I really do think if the FOS would mediate a call between myself and the bank, to help me get my money out of them, my bank statements/data, and my accounts closed (I do not want any relationship with the bank following this), that would be the quickest and easiest resolution for all.

I appreciate your position that Monzo have the right to ask for biometric videos, but you must also appreciate that I have the right to refuse, and have done so. So we need another way forward. I understand the law affords me protections and rights in this regard which I ask the Ombudsman Service to help me to uphold. I do not want access to Monzo's services or to bank with them at this point - I just want my money, data, and to never deal with them again."

The case was passed to me and as part of my review, I gathered additional information from both parties. During this time, I learned that there had been developments since the complaint was referred for a decision. I could see that Mr M had spoken with a Monzo agent in September and October 2025. They had managed to send him statements on his accounts - which he'd been trying to get for a while. They had closed his business account (his joint account had already been closed in August 2025). They informed him that the data retention team had deleted data on his closed accounts and they would arrange to raise a further DSAR for him. On Mr M's remaining personal account, they had moved money out of his savings pots into the main account and suggested he attempt the account switch via CASS, which would transfer over his funds. And the agent recommended that once this was complete, Mr M could email the bank about deleting any data linked to his personal account.

From reviewing other information, it appeared that the DSAR Mr M had discussed with the agent was completed on 24 October 2025, when the bank emailed him a link to access the information. Mr M had also retrieved his balance, after successfully completing an account switch on 28 November.

I asked Mr M if he considered matters resolved and he said he did not. In summary, he made the following points.

- He had been receiving a number of emails from Monzo in the past few days – which were cryptic and implied the bank were carrying out some activity on his complaint but hadn't given any detail. Monzo had issued a new final response telling him to raise his concerns with the Financial Ombudsman Service.

- He wished to point out that at the outset of all of this in 2024, he was contacted by someone, who had told him they would make reasonable accommodations for him, and would contact him personally going forward. However, he never heard from the accessibility team again.
- No one had offered him any help or understanding until September 2025 when the agent had arranged the above.
- He maintained that the bank had no right to keep a copy of video selfies after their purpose had been fulfilled.
- He'd asked the bank to close his accounts, but they'd ignored him for a long time.
- Monzo's failure to accommodate him, meant he was unable to access his funds for a period. This resulted in costs, including in his divorce to do with financial discovery.
- He'd missed out on an incentive payment for switching his accounts because everything had taken so long.
- He'd also suffered distress and inconvenience.
- He was concerned that Monzo on the one hand had deleted data but then said it would send it to him. He had no idea what the bank held and did not hold. He wanted assistance with this.
- He had received a link to retrieve his data for the DSAR, but when he'd tried to access it, it had expired.
- He was after his transactional history and still doesn't have it.
- He was happy to submit further information.

I asked Mr M to submit further details setting a deadline. As I've not had anything further, I have decided it's appropriate to move to a decision.

What I've provisionally 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.

I've read Mr M's detailed submissions, and I hope the fact that I do not respond in a similar manner will not be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to concentrate on what I consider to be the crux of the issues.

A lot of the issues Mr M has mentioned, stem from the video selfies. So, I will begin there.

Monzo uses selfie verification to eliminate potential fraud and protect both itself and its customers. The image is used to compare against original identification details the bank holds. This isn't unreasonable, when considering businesses are required to have security measures in place to protect customers' accounts. For this purpose, stronger customer authentication is used by many firms and national agencies to combat fraud. I'm satisfied this is a commercial decision that Monzo is entitled to take on how it undertakes its business, however, in doing so, it does need to ensure customers are treated fairly.

I'm not sure when Mr M agreed to the terms about video verifications specifically, though the bank had clearly shared information with him about the taking of and processing his data in relation to these, as can be seen from the exchanges. But in any event, Mr M recorded a video for Monzo before, so I think it would be difficult to argue he wasn't aware of the requirements and didn't consent to this when he provided a selfie. As alluded to, it's not for me to interfere with Monzo's processes in taking video selfies. That's a decision it takes as a business with reference to any regulatory obligations it has. But I do think that in the very specific circumstances of this case Monzo should have done better. Mr M wanted the recordings deleted after they'd been used and I think he has a point. The Information

Commissioners (ICO) website suggests that selfie videos may fall in the category of special data because they're biometric data used for the purposes of identification. Please see link <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/lawful-basis/special-category-data/what-is-special-category-data/>. Special category data requires the customers explicit consent which in my view, Mr M withdrew in his interactions with the bank when he said he wouldn't be providing any further videos, and wanted the video erased. Also, once Mr M had been verified by the bank as its genuine customer, it would seem their purpose had been served, and the videos wouldn't have been needed any longer. Weighing this, I can see Mr M's point that there wasn't a reasonable basis for insisting on retaining the verification videos. Of course, this is separate from any identification that Monzo took when the account was opened, which it needs to keep for regulatory purposes². In conclusion, I think Monzo should have deleted the verification videos recorded later, once their purpose in verifying Mr M had been fulfilled. And in not doing so, this caused him a degree of trouble and upset, which I will comment on further below.

The parties reached an impasse at this point. Mr M knew what Monzo wanted to unblock the account, and he didn't wish to provide another selfie. Mr M says he expected to get engagement from the bank's accessibility team to try and find a work around to unblock his accounts and retrieve his funds, but based on what I've seen, he didn't provide any details of what his additional support needs were and he hasn't provided any details to us either, after I've enquired too. I've thought about this and I think it was up to Mr M to either provide a new selfie (as he'd done before) or risk being without access, which is what happened.

In terms of the DSAR, Mr M was asking for information from the bank as long ago as September 2024. Based on what I've seen, this was only completed in October 2025 and there's no explanation why it's taken so long. Mr M says the link had expired by the time he tried it. But that link was valid for a month so there was a reasonable time frame for him to access it. I'm satisfied his request was eventually processed, albeit after some time. Statements were also sent to him.

If Mr M has made further DSARs since and is seeking transaction history, any concerns he has about these, are new events. Therefore, I will not be dealing with them as part of my review.

We're here to resolve individual complaints that are referred to us at the outset. It's not necessary for me to undertake a forensic analysis of what data Monzo does and doesn't hold as matters have progressed. The key complaint centred on the video selfie, which I've now addressed.

Mr M was eventually able to retrieve his funds after speaking with Monzo's agent at the tail end of 2025. I'm pleased some of his issues were resolved, but equally I don't think Monzo was at fault for insisting on the selfie to unlock the account initially, particularly as Mr M hasn't shared any accessibility needs. All things considered, I think Monzo could have done some things better and been proactive in resolving this dispute, particularly in terms of what I've said about deletion of videos no longer needed. In the circumstances, I think it should take some steps to put things right. In relation to the video selfies taken for verifying purposes, I think Monzo should arrange to delete those for Mr M if it hasn't already done so. To note, this isn't the same information that was taken at the point the account was opened as part of the bank doing its due diligence. And for his trouble and upset, I think Monzo should pay Mr M £150 as I think it could have resolved that aspect sooner. Mr M has mentioned he's suffered some direct costs, but I haven't found a basis for holding Monzo responsible for these. As I said, with the impasse that was reached, Mr M knew what he'd need to do if he wanted access to his account. No evidence was presented of any

² Money Laundering Regulations 2017 (Regulation 40)

accessibility needs for me to fairly conclude the bank should have worked outside of its usual process.

My provisional decision

My provisional decision is that I intend to uphold this complaint in part and require Monzo Bank Ltd to pay Mr M £150 and delete the video verifications referred to above. I think this would be a fair and reasonable way to resolve this complaint

Responses

Monzo requested additional time to respond but given it had received the decision on the date of issue, I declined that request. Mr M responded with some further points. He said that I'd mentioned he'd been told he could email the bank about deleting data linked to his personal account. This wasn't his understanding. He understood Monzo would ensure his data would be deleted. He didn't know the outcome of this and what was still retained. There was no video biometric process when he'd opened the account. This had changed and he'd only learned about the longer retention period later. After recording a verification video, the bank still hadn't been able to identify him affecting access to his account. The videos shouldn't be referred to as selfie videos. They were facial scans that required regulation.

He was pleased I'd agreed that Monzo should delete the verification video. However, the bank should have also closed his account when he'd rejected its terms about the videos and no longer wished to do business with it.

He didn't wish to discuss his accessibility needs. Monzo said they'd have a manager contact him, but he never heard from them. He acknowledged Monzo had attempted to fulfil the DSAR but as he'd not been able to retrieve his data, then it hadn't completed the request. He was happy to try their system again, or they could send him an encrypted USB drive by registered post.

He noted that I wouldn't consider new DSARs, though these were made during the process of attempting to resolve his complaint. He asked if we would be able to open a new case for these matters as the new requests were really a reiteration of the original request. Finally, the £150 compensation was a fraction of the cost of dealing with Monzo over the years and he referenced hourly rates. He believed Monzo could have resolved all his issues in 2024.

The case has been passed back to me as the deciding ombudsman.

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.

It's clear Mr M continues to feel strongly about his personal data, and he's made a number of points in connection with this. But as I highlighted previously, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made in a dispute, but to concentrate on what I consider to be the crux. I've reviewed Mr M's response, but I haven't seen anything compelling within them to change my provisional conclusions. I must decide what's a reasonable way to resolve the complaint that was referred to us, and I believe what I set out is fair. I found in Mr M's favour that Monzo should delete the video verifications referred to.

I'm satisfied Monzo responded to him with his DSAR giving him a month to click on the link. Mr M still won't say what his accessibility needs are, so it remains difficult to find the bank should have stepped outside of its normal process, even if a manager had called him.

In terms of compensation awarded, this is not a punitive award (we can't make those) and what it costs someone hourly, isn't the basis used by our service to assess awards. We look at the impact and all things considered; I'm satisfied £150 is reasonable. After weighing everything, I adopt my provisional decision in full as part of this final decision. The available evidence shows Monzo could have done some things better and it's only right that it put things right (see below). Beyond that, I make no further award or direction. Mr M has now been through our service, and so other avenues outside of us may be his best option if he remains unhappy. But for completeness, my decision marks the end of our review.

My final decision

My final decision is that I uphold this complaint in part and require Monzo Bank Ltd to pay Mr M £150 and delete the video verifications referred to above. I think this would be a fair and reasonable way to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 March 2026.

Sarita Taylor
Ombudsman