

## **The complaint**

Mr J complains Monzo Bank Ltd hasn't refunded three transactions he didn't make and that it feels like it's accusing him of making them.

## **What happened**

Mr J had an account with Monzo in May 2023.

Mr J says he got a notification on 4 May 2023 that a £47.50 payment had been taken from his Monzo account – and that he did so after he landed following a holiday abroad. He says he then noticed two other payments – for £0.99 and £29.99 – had been taken by the same merchant the day before. He says he reported all three payments as fraudulent to Monzo immediately, saying that he'd not made any of them and asking for a refund.

Monzo says it looked into Mr J's claim and said the payments weren't fraudulent so wouldn't be refunded. Monzo also gave Mr J two months' notice of its intention to close his account. Mr J was very unhappy and complained, saying that he was going to close his account.

Monzo looked into Mr J's complaint about the way it had handled his claim. Having done so, Monzo said that it didn't think it had done anything wrong. Mr J complained to our service as he was still extremely unhappy with Monzo.

One of our investigators looked into Mr J's complaint and said that they didn't think Monzo had acted unfairly as Monzo had sent evidence to show the payments had been made via Apple pay using Mr J's mobile phone which he'd said had been in his possession at all times, had facial recognition and to which no-one else had access. Mr J was very unhappy with our investigator's response. He said that Monzo had never mentioned Apple pay and that he was being called a criminal and a liar. He asked for his complaint to be referred to an ombudsman for a decision. So, his complaint was passed to me.

## **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.

Mr J has said that he used his debit card twice on the final full day of his holiday – 3 May 2023 – spending approximately £15 and £9. I've seen those transactions. I can also see that there were two other transactions an hour and a half later that day – one for £0.99 and one for £29.99. Mr J says he didn't notice these transactions – both of which he's since disputed – until he returned to the UK. I've no reason to doubt that.

In his complaint form to us, Mr J said that his flight left at 11am local time on 4 May 2023 and landed in the UK at 12.30pm local time. That would make sense as his flight was two and a half hours and the place he was staying was an hour ahead of the UK. He has, however, also sent us a copy of his itinerary and e-ticket and these suggest that his flight left at 10am local time and landed at 11.30am local time. So, there are some potentially discrepancies there. I don't, however, think that these ultimately matter. I'll explain why.

In cases like this, our role is to decide whether a business acted fairly and reasonably when it decided not to refund a disputed transaction. Or, to put it another way, whether a business acted fairly and reasonably when it decided to hold a customer liable for a disputed transaction. Our role isn't to decide whether a customer carried out the disputed transaction.

In this case, Monzo could see that all three of these payments had been made using Apple pay, using the only token registered to Mr J's account and using Mr J's mobile phone. In other words, Monzo could see that all three payments had been properly authenticated. In addition, Monzo could see that Mr J had said that he had his mobile phone with him at all times, that it needed facial recognition to unlock it and that no-one else had access to it. In the circumstances, given that Apple pay and the same token had also been used to make an undisputed transaction the previous month, I don't think it was unfair or unreasonable of Monzo to say that it wasn't going to refund the three transactions in question. For that reason, I agree that it wouldn't be right to uphold this complaint. That's not the same as saying Mr J is a criminal or a liar, and I hope he won't take this decision that way.

### **My final decision**

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 27 December 2023.

Nicolas Atkinson  
**Ombudsman**