

The complaint

Mr S complains that Monzo Bank Ltd closed his account.

What happened

Mr S had an account with Monzo. In December 2022 Mr S wanted to upgrade his account. The upgrade came with a new metal card, and offered discounted access to airport lounges.

But Mr S discovered the card wouldn't be delivered until early January. Mr S wanted to travel before then – and so contacted Monzo over the app and by phone to see if he could receive the card and benefits sooner.

Monzo says that Mr S was insulting and abusive during some of these calls and that, despite warnings, Mr S persisted in this behaviour. It closed Mr S's account.

Unhappy with this, Mr S complained to Monzo and then referred the complaint to us.

I issued my provisional findings on 5 January 2024. I said I was satisfied that Mr S shouted over the phone, calling Monzo's staff "idiots" and "uneducated". Mr S persisted in calling back if he didn't get the answer he wanted. And Monzo warned Mr S twice that this conduct was unacceptable. I was satisfied that Monzo acted in line with the terms and conditions when it closed the account.

Mr S said he acted as he did because of anxiety and autism. But while I accepted that Mr S found what happened frustrating, Monzo had its own obligations to protect its staff from unacceptable conduct. Monzo warned Mr S about his conduct, but Mr S persisted. I was satisfied that Monzo took into account Mr S's needs before it decided to close the account. And I noted that although the terms would have allowed Monzo to close the account immediately, it instead allowed Mr S to use the account for as further two months.

That said, I did think Monzo's service could have been better. Early on, it had suggested that it had a process to send cards by priority mail. During a later call Monzo told Mr S that it was willing to send him card this way. But in fact Mr S wasn't eligible for this service, and so Monzo then had to tell Mr S it wouldn't do this. I also noted that some of the calls were unproductive because Mr S and Monzo were talking at cross-purposes – for instance, when a member of Monzo's staff spent 15 minutes explaining that the new card would have a different number from the existing card, even though this wasn't something Mr S was concerned about.

To put things right, I recommended Monzo pay Mr S £100 to reflect this. But the account would remain closed.

Monzo has replied to say it agrees with my findings.

Mr S disagrees for a number of reasons. He says:

- It's unclear why the account was shut down and why this was proportionate

- I cannot agree that the account closure was proportionate yet Monzo’s service felt short
- I haven’t addressed a point he raised about Monzo requiring him to use a camera for identification purposes
- It’s unclear if I’ve taken the Equality Act into account in reaching my decision
- Because he was logged out of his account he was unable to disputed transactions under the Mastercard rules
- He still hasn’t had access to the funds in his account
- He wants to know if he was warned, and if so whether this warning was in writing with a statutory right to appeal if he considered such warnings to be unwarranted.

Mr S also doesn’t think the calls were objectively abusive. He states that anxiety and high stress because of the quality of service and ineffective communication from Monzo is not abuse.

We’ve also given Mr S an opportunity to comment on information I relied on when reaching my provisional decision. Most recently, we asked Mr S to send us any final comments by 27 June 2024. Mr S didn’t reply before that deadline, and I consider he’s had ample opportunity to comment. I’ve therefore gone on to reconsider the complaint.

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.

In doing so, I have taken into account relevant law and regulations; regulators’ rules, guidance and standards; codes of practice; and what I consider to have been good industry practice at the relevant time.

Mr S has complained that Monzo failed to make reasonable adjustments for him – specifically, that Monzo has failed in its duty to make reasonable adjustments under the Equality Act 2010. I’ve taken the Equality Act 2010 into account when deciding this complaint – given that it’s relevant law – but I’ve ultimately decided this complaint based on what’s fair and reasonable. If Mr S wants a decision that Monzo has breached the Equality Act 2010, then he needs to go to court.

I’ve first considered Monzo’s decision to close Mr S’s account.

The terms and conditions that apply to Mr S’s account state that:

- “We can close your account by giving you at least two months’ notice. We may close your account or stop you using your card and app immediately if we believe you’ve
“[...]”
- been abusive to anyone at Monzo or a member of our community”.

This means that Monzo is allowed to close an account for any reason if it gives the customer two months notice, and immediately if it’s because the customer was abusive.

I’ve listened again to the calls between Mr S and Monzo. I’ve also considered what Mr S has said about them. He writes that “the calls from listening do not appear to support abusive behaviour objectively” – and that “the sound of anxiety and highly stressed because of the quality of service and ineffective communication from the defendant is not abusive”.

I don't doubt that Mr S was anxious – and nor do I doubt that this affected how he reacted to what happened. That said:

- During the initial call, Mr S called Monzo's staff member an "idiot" and a "robot". The member of staff said Monzo doesn't tolerate abuse towards their staff. Mr S later tells the staff member he is "not very competent". After the staff member told Mr S that another team needed to contact him, Mr S insisted the other team do so immediately. Mr S claimed he was already at the airport and needed immediate access to the airport lounge. Mr S ends the call saying "You're a robot. Get off my line, get off my line, you're wasting [call ends]".
- During the second call Mr S tells the staff member that "You guys are just machines. You guys are just machines. I hate talking to you agents. You are all incompetent."
- During the third call, Mr S tells the staff member that "I can see your image, I can see your photo in the chat, it makes sense why you're behaving the way you are. You're no help. You're just a machine." After the staff member told Mr S he wouldn't be able to re-order the card by priority mail, Mr S told him to read the previous message from the chat, and then said "Oh I hate you agents! [...] You can't even read. You guys can't read and don't want to read. No education, no university qua..., you're just useless." Later Mr S says "You're an idiot. You cannot even answer questions. You're not as educated as I hoped." The staff member warns Mr S that he's being disrespectful and that he'd have to end the call. Mr S replied: "You're incompetent, dying to hang up and run away. You can't deal with problems." He said that the person he'd contacted on the chat "sounds like an idiot" – going on to tell the staff member "same with you: not very competent, not very helpful. You're all robots".
- During the fourth call Mr S tells the agent to "Speak English", and refers to Monzo as "idiots". The staff member asks Mr S not to insult her again or else she will have to finish the call. Mr S says he doesn't care if she ends the call because he'd call back. She asks Mr S not to insult her again. Mr S replies: "I don't like you anyway. I'm listening to you but I don't want to talk to you." Mr S refers to someone else from Monzo as an idiot. The staff member again asks him not to be insulting. Later the staff member explains that they cannot arrange to send the card priority. Mr S claims it's an emergency. "You guys are incompetent. You are all incompetent. You are not educated. You have no qualifications." The staff member ends the call.
- During the fifth call Mr S passes security, explains what's happening, and says that "your team is just incompetent, uneducated, don't have any university qual... they're just thick". The staff member warns Mr S not to be aggressive. Mr S repeatedly challenges the staff member to "prove me wrong". Later the staff member warns Mr S the phone call is becoming abusive and if it continues she will end the call. Mr S responds "how is it abusive, you just want to hang up". He repeatedly demands the staff member "define abusive". The staff member ends the call.
- During the sixth call, the staff member, under the impression that Mr S didn't have access to his card, offered to arrange delivery by priority mail. However, this was incorrect as Mr S still had access to his Monzo card.
- During the final call the staff member terminated the call after Mr S said "Oh my God! I am talking to idiots" and "None of you are competent". During this call, the member of staff again warned Mr S about his conduct.

Having listened to these calls, I'm satisfied that Mr S deliberately insulted the staff at Monzo – and that he was warned about this conduct on multiple occasions.

I've also looked at the chat messages between Mr S and Monzo. I see that on 24 December, at 13:40, Monzo sent Mr S a message warning him not to send inappropriate messages or comments – and that if he continues to do so, it would end the conversation and future inappropriate conversations with him. Mr S replied to say that the agent was "incompetent".

Following the final call, a manager got in touch with Mr S. I see Monzo told Mr S in this message that the language he'd used wasn't appropriate, and that Monzo doesn't tolerate inappropriate language, insults or personal abuse. In this message, they made Mr S aware that if he continued to behave in this way they might close his account. Mr S replied to say he wasn't going to read this message and that Monzo's team are "incompetent and unable to facilitate communication". Monzo once again told Mr S not to send messages that include insults or personal abuse. Mr S responded "I've already instructed you not to message me. I have emailed the ceo. Do not message me. I will do as I wish."

At this stage Monzo reviewed matters. It noted that Mr S had behaved in a similar way previously – he'd been unable to log in as he didn't have a working camera, and told the staff members that they were "idiots", "absolutely useless" and that he'd continue calling until he got an answer. Taken together with the more recent calls, Monzo concluded that Mr S was repeatedly insulting the intelligence of its staff on every call. It concluded that Mr S was intentionally trying to cause offence. It had warned Mr S on a number of occasions. It decided to close the account.

Based on everything I've seen, I'm satisfied that Monzo was acting in line with the terms and conditions of the account when it closed Mr S's account. Mr S has told us it's still unclear why Monzo closed his account. To be clear: it was because of Mr S's abusive conduct towards Monzo's staff.

Mr S also, however, says he acted as he did because of a disability. He has autism and anxiety, which means he's impulsive and says what he thinks. As I said in my provisional decision, I accept that Mr S may have acted as he did, in part, because of his disability. Mr S feels it was disproportionate to close his account – and that the business should have made reasonable adjustments based on his disability.

But while I recognise this will be disappointing to Mr S, it appears Monzo was aware of Mr S's circumstances and took this into account before it made the decision to close the account.

I did, however, think that there were aspects of Monzo's service that fell short. In particular, during the sixth call, when Monzo's staff member, under the impression that Mr S no longer had access to his card, offered to send this to him by priority delivery. I also felt that it was unhelpful for Monzo to have earlier mentioned the possibility of priority delivery given that Mr S wasn't in fact eligible for this service. I recommended Monzo pay Mr S £100 for the trouble this caused.

This does not mean, however, that Monzo couldn't close the account. I don't accept there is a tension between my findings on the closure and my findings about the service Mr S received more generally. I accept that at least some of the frustration Mr S experienced could have been avoided had things happened as they should have done. But Mr S persistently contacted Monzo customer operations team, even after they'd told Mr S he'd

need to wait for help from another team. Mr S used insulting language. Mr S was warned repeatedly that his actions were unacceptable – but he continued to do this anyway.

Mr S says he wasn't warned in writing or given a right to appeal if he felt the warnings were unwarranted. As I've said, I'm satisfied Mr S was warned in the chat and during the calls. And I'm satisfied Monzo reconsidered everything that happened afresh when it looked at Mr S's complaint.

Finally, I've considered the other points Mr S has raised. Mr S has said he was prevented from making a chargeback. He also says he objects to the requirement to take a photo in order to use the account. Neither of these, however, appear to be something Mr S originally raised as part of his complaint or that Monzo investigated as part of this complaint. The final response letter Mr S referred to us only addressed the closure of Mr S's accounts. Based on what I've seen, Mr S only raised the issue with the camera after our investigator issued her findings, and only mentioned the chargeback after we'd told him an ombudsman would review the complaint. Under our rules, Monzo needs the chance to consider the complaint before we can look at it. I've therefore not looked at them in this decision.

I understand there's still a balance of £6.54 remaining in Mr S's account. If he hasn't done so already he should contact Monzo to withdraw this.

My final decision

For the reasons above, my final decision is that Monzo Bank Limited should pay Mr S £100 to reflect the frustration it caused. But I'm not telling it to reopen Mr S's account. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 July 2024.

Rebecca Hardman
Ombudsman