

## **The complaint**

Mr D complains Monzo Bank Ltd (“Monzo”) refuses to refund him for transactions on his account he says he didn’t authorise.

## **What happened**

Mr D says he is unhappy Monzo have not refunded him for several transfers made from his account to a beneficiary he says he doesn’t know from 25 October 2022 to 11 February 2023. Mr D says his total loss is around £3,500. He feels Monzo have taken advantage of him because his English is not very good, and he says Monzo tricked him into giving answers which led to the rejection of his claim.

Mr D also complained about the fact that Monzo closed his account with no explanation.

Monzo says it thinks the transactions in dispute were carried out by Mr D himself. It says the evidence shows the only active device on the account at the time was Mr D’s trusted device. It also says the activity complained about was not typical of fraud, and due to the number of transactions and the effects on his account balance, it thinks Mr D would’ve flagged them sooner had they been fraudulent.

Our investigator considered this complaint and decided not to uphold it. Mr D wasn’t happy, so the complaint has been passed to me for a final decision.

## **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.

Generally speaking, Monzo is required to refund any unauthorised payments made from Mr D’s account. Those rules are set out in the Payment Service Regulations 2017. Mr D has said he didn’t carry out the transactions in dispute. So I have to give my view on whether I think Mr D did authorise the transactions or not.

Monzo have provided evidence that there was only one trusted device accessing Mr D’s Monzo account during the time of the disputed transactions. Monzo says this device was used to carry out undisputed transactions as well as the disputed transactions. Mr D said he had a previous device which was stolen which had the Monzo app, and his details may have been compromised from there. But based on the evidence, I am satisfied that the transactions were carried out on Mr D’s current device. Mr D also said he is unsure whether other people had used his phone. But even if other people had used his phone, this doesn’t explain how they would’ve known his security details to access his Monzo app. So, it’s more likely that Mr D carried out these transactions on his own device.

I’ve also considered the activity on Mr D’s account before, during and after these transactions. The disputed transactions took place over four months and were not flagged by Mr D during this time. Then four months after the transactions had ceased, Mr D raised a complaint about them with Monzo. However, had these transactions been fraudulent, I think

Mr D would've raised them sooner. I say this because the account was active with frequent transactions daily, so it's clear this is an account that Mr D was using constantly. And often a disputed transfer was carried out on the same day and on the same device as other undisputed transfers – so I think Mr D would have been aware of these. Specially as he was using his device regularly to make transfers of a similar nature to the disputed ones.

I've seen evidence that some of the disputed transfers were funded by incoming payments to Mr D's accounts from his own accounts or other people's accounts. So, it seems these disputed transactions were funded by Mr D himself. For example, on 26 November 2022 Mr D transferred £730.00 in from his savings account and immediately after this £730.00 was transferred to the beneficiary which Mr D says was fraudulent. But Mr D hasn't disputed the transaction which credited his account £730.00 from his savings.

I have also seen that often a transfer dramatically effected the account balance, for example, on 25 January 2023 there is a disputed transaction of £955.00 from Mr D's account which left the balance at £45.00. Considering Mr D's account was in constant use, I would've expected him to have noticed the dramatic different in his account balance had he been responsible for it.

Mr D is concerned that Monzo have misinterpreted his evidence and manipulated him to giving answers which were detrimental to his case. I have read through his entire chat history with Monzo I have not seen any evidence that Monzo led Mr D into answering in a way that would affect the outcome of his case. I have considered all the evidence provided and I have reached an outcome based on the most persuasive evidence to reach a fair and reasonable outcome.

Overall, based on all the evidence I've seen I think it's more likely Mr D authorised the transactions in dispute. So, I will not be asking Monzo to refund these. I have also considered the process Monzo followed in closed Mr D's account. I can see that it gave him the required 60-day notice of the account closure. Monzo do not have to give any reason for closing the account, so I don't think it has done anything wrong.

### **My final decision**

For the reasons outlined above, I am not upholding this complaint.

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

Sienna Mahboobani  
**Ombudsman**