

The complaint

Mr M complains about the method J.P. Morgan Europe Limited, trading as Chase, use to provide him with personal banking data.

What happened

Mr M is dissatisfied with Chase as:

- He can't download his personal banking data in CSV format, and this hinders his analysis and comprehensive financial management.
- Their response to his request was that this isn't an option currently available, and he would need to download the data in PDF format and convert it himself to CSV.

Mr M brought his complaint to our service as he feels their response isn't compliant with the following:

- A. General Data Protection Regulation (GDPR) & Data Portability
- B. Anti-Discrimination (Equality Act 2010)
- C. Customer Rights & Consumer Duty

He would like Chase to make the CVS format available to all customers, and in the interim, for Chase to provide him with monthly transaction data in CSV format. Also, pay compensation for the inconvenience they've caused him.

As our investigator didn't uphold Mr M's complaint this has been referred to me to look at.

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.

Having done so, I'm not upholding this complaint and I'll explain why. I'll focus on what I think are the important points to reach a final decision. But I've carefully considered all the points Mr M has made, even if I don't specifically address them all.

General Data Protection Regulation (GDPR) & Data Portability

There are some circumstances where we can look at data protection complaints, however the outcome Mr M is seeking here, is for our service to tell Chase to modify its policy and procedures and this isn't something we have the power to do.

As Mr M firmly believes that Chase isn't meeting its obligations regarding data portability under the UK GDPR, the appropriate step is for him to refer this to the Information Commissioner's Office (ICO) for them to determine if Chase are in breach of regulations.

Anti-Discrimination (Equality Act 2010)

Mr M says:

'The current provision of transaction data solely in PDF format may inadvertently discriminate against individuals with disabilities who require data in more accessible formats'

Although I can understand Mr M's inefficiency and inconvenience points, I can't see that Chase has discriminated against Mr M here.

It's clear that under the Equality Act 2010, businesses must take reasonable steps to remove barriers people face as a result of their disability so that, as far as possible, people with disabilities receive the same service as people who don't have a disability and are therefore not placed at a substantial disadvantage. However, it's not for this service to judge whether Chase are in breach of the Equality Act 2010, as that's for the courts to assess any evidence it's presented with.

Customer Rights & Consumer Duty

Mr M says:

'Chase Bank is obligated to provide services that meet professional standards and to act in the best interest of its clients. The lack of a CSV data download option can be seen as a failure to meet these standards, especially when it limits my ability to manage my financial affairs effectively'

He finds *'this approach to be dismissive and not in line with the ethos of customer service and regulatory compliance, particularly bank's Consumer Duty which came into force on 31 July 2023'*.

I'm not persuaded that Chase are treating Mr M unfairly or unreasonably here. And I also don't think the FCA's consumer duty guidance requires businesses to make any modifications here. I say this because I'm satisfied that where there's a requirement for CSV, the PDF information Chase provide can be converted through third parties and open banking.

I appreciate this puts the onus on Mr M and doesn't meet his expectations. But as stated by our investigator, S. 5.40 of the consumer duty guidance says:

'Where a firm declines to provide a customer with a particular product or service, the firm should still consider whether there is information or support it could provide to help the customer pursue their financial objectives'.

So, I think the information and service Chase gives is reasonable.

Having considered the above and all the information on file, I'm not upholding this complaint against J.P. Morgan Europe Limited, trading as Chase.

My final decision

My final decision is that I'm not upholding this complaint against J.P. Morgan Europe Limited, trading as Chase.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 May 2024.

Paul Douglas
Ombudsman