

## **The complaint**

Mr A says J.P. Morgan Europe Limited trading as Chase (“Chase”) refuses to refund him for two ATM withdrawals he says shouldn’t have been debited from his account.

## **What happened**

Mr A says he was abroad when he used his Chase card to try and withdraw money from an ATM. Mr A says he tried two transactions on one ATM, but because this ATM was charging a large fee, he cancelled them. Then he tried another cash machine. Mr A says the first transaction he tried - no cash was dispensed. And the second transaction he tried – no cash was dispensed, and the card was retained. Mr A says he waited around near the card machine, and then deciding to contact Chase to cancel the card. The amounts requested at the ATM were both debited from Mr A’s account, and he says Chase should refund this.

Chase has provided the ATM Journal Roll it received from the ATM provider showing both the transactions were completed successfully. It has also submitted evidence that there were two further declined transactions using the card and PIN only minutes after Mr A says the card was retained. So, Chase says this is evidence goes against what Mr A has said and therefore he must have received the card back and attempted further transactions. So, it decided not to give Mr A his money back.

Our investigator considered this complaint and decided to uphold it in Mr A’s favour on the basis that he wasn’t persuaded Chase had done enough to demonstrate the transaction was completed successfully. Chase didn’t agree, so the complaint has been passed to me to consider.

## **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 order to hold Mr A liable for these withdrawals, it is fair and reasonable that Chase shows it was entitled to debit it from his account. This usually involves evidence such as the ATM’s Journal Roll, records from the purge bin and balancing information, to show whether the withdrawal went through and was dispensed properly. I’d also expect some investigation and confirmation from Chase that there is no evidence the machine had been tampered with or that it has received other similar complaints from other users around the time.

Chase has submitted the Journal Roll provided by the ATM provider. And I can see that, based on the translated version, this records the card being returned and the cash being dispensed. But we have seen cases where the Journal Roll records the transaction as successful, but these funds were retained by the machines’ purge bin. We’ve also seen that ATMs can be tampered with, and fraudsters are able to fit devices on ATM’s to retain the cards or cash. So just supplying the Journal Roll is not enough to persuade me that the cash was correctly dispensed as it was recorded.

Mr A says he spoke to the ATM operator at the time and was told that others had faced the same problem. I don't have any evidence to support what Mr A has said, just what he has told us. Chase says that the ATM was not experiencing any technical faults and there were no other reports of money being retained, but Chase has not sent any evidence from the ATM operator confirming this, so again I only have what it has said. And based on these two conflicting versions, I am not persuaded that it was more likely that the machine was operating correctly with no other reports of faults.

Chase says that following the transaction in which Mr A claims his card was retained, there was another attempted ATM withdrawal three minutes later at a different ATM. Based on the evidence it looks like the location of this ATM is on the same road. Chase says this is clear evidence that Mr A's card had not been retained, as it would've been impossible for a fraudster to remove the card from the ATM while Mr A had been standing there and use it elsewhere three minutes after. I've considered this carefully, and I agree this is difficult to explain. I think it is possible that someone could've used the ATM straight after, but even if they managed to remove the card without Mr A noticing this is still a short window to them go to another cash machine to make a withdrawal. However, it is not necessary that I explain in detail how fraudsters operate and how their scams work. I just need to be satisfied that the ATM withdrawal was completed successfully.

Mr A explained that he uses his Chase card when abroad due to the zero commission fees, instead of using his regular current account. However, after he says his card was retained, he used his other debit card where needed but still used his Chase card via ApplePay where he could. Presumably to benefit from the zero commission fees. Mr A also cancelled his card soon after the incident, and his behaviour overall is how I would reasonably expect someone to behave in the circumstances.

I've considered all the other evidence provided in this case to reach a decision on what I think is more likely to have happened. And overall, I am not persuaded that the ATM transactions in dispute were carried out correctly. Therefore, I am asking Chase to refund these two transactions.

### **Putting things right**

J.P. Morgan Europe Limited trading as Chase should refund the two disputed transactions, I understand this to be £267.80. It should also pay Mr A 8% simple interest on these payments from the date they were taken till the date they are paid back.

### **My final decision**

I am upholding this complaint. J.P. Morgan Europe Limited trading as Chase should put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 December 2024.

Sienna Mahboobani  
**Ombudsman**