

## **The complaint**

Mr E is unhappy that J.P. Morgan Europe Limited trading as Chase ('Chase') refused to update his name on his account unless he provided an enrolled deed poll.

## **What happened**

On 11 May 2024, Mr E contacted Chase by phone in order to update his name on his account and explained he was able to provide a copy of his unenrolled deed poll.

On the call, the call agent initially informed Mr E that he would need an enrolled deed poll in order for his name to be updated. But, the call agent also told Mr E an unenrolled deed poll could be accepted.

Mr E felt he was receiving conflicting information about the relevant requirements for his name to be updated and so raised a complaint.

Chase issued their first final response letter to this complaint on 23 May 2024. They said their name change process required an enrolled deed poll. But, they did accept conflicting information had been provided to Mr E over the phone, and so they paid him £30 compensation for the inconvenience caused.

Mr E remained unhappy with this response and so referred the complaint to our Service on 23 May 2024.

Upon being made aware of this, Chase looked into the matter again. And, they issued a further final response letter on 10 June 2024. Chase explained that while they still felt they had followed their name change policy correctly, they had made an exception on this occasion and updated Mr E's name on his account without his deed poll being enrolled.

Chase also identified that the handling of Mr E's complaint had been poor as it was not escalated to the relevant team in line with their usual process. So, they paid Mr E a further £100 compensation.

Mr E remained unhappy and one of our Service's Investigators looked into the complaint. Having looked into it, they rejected the complaint on its merits.

They concluded, in summary, that Chase had followed their policy for a name change and so they couldn't see any error had been made.

Mr E did not agree and ultimately requested that the matter be referred to an Ombudsman for a final decision to be made – which is why it has now been 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.

I want to make it clear that my role as an Ombudsman is not to address every single point that has been made to date. Instead, it is to decide what is fair and reasonable in the circumstances of this complaint. If I haven't commented on, or referred to, something that either party has said, this doesn't mean I haven't considered it. Rather, that I've focused

here on addressing what I consider to be the key issues in deciding this complaint and explaining the reasons for reaching my decision.

Having considered everything carefully, I agree with the outcome reached by the Investigator, and for broadly the same reasons. I'll set out my findings below.

As part of that, I think it's firstly helpful to reflect on the role of our Service.

Our Service is an impartial and independent dispute resolution service, which is a free alternative to the courts. We do not regulate the financial services industry, that is the role of the Financial Conduct Authority (FCA). It's not therefore our role to make the rules for businesses or to review their conduct or policies on a wider level, nor can we mandate that a business should change a certain policy. We are also not a court so cannot make a finding as to whether a business has acted unlawfully.

But, what I can look at, is whether, in the individual circumstances of this complaint, Chase made an error i.e. did not follow their process correctly and whether they acted unfairly or unreasonably. And, if so, how that should be put right.

I've focused here on the issue that remains in dispute which is regarding Chase's policy for changing a customer's name. I acknowledge that Chase identified a service failing on the initial phone call and a complaint handling failing also. These errors are not disputed, and neither is the compensation they have awarded for them – this compensation has been accepted and paid to Mr E.

As mentioned above, Chase have also now made an exception to their policy and updated Mr E's name on his account.

So, as I've said, what remains in dispute is the issue of Chase's name change policy – the fairness of this and whether it was followed correctly.

Chase's policy for changing the name on an account is:

*"If you've changed your name and would like us to update your details, please send us a copy of any of these documents:*

- *Marriage certificate*
- *Civil partnership certificate*
- *Driving licence*
- *A valid signed passport showing the signature page*
- *Deed poll, stamped as enrolled by the High Court*
- *Divorce Decree Absolute (if your maiden name is not included, we'll need another document)*
- *Birth certificate and Divorce Decree Absolute (if you're changing back to your maiden name)*
- *Your birth or marriage certificate, and your partner's death certificate (if changing back to your maiden name after your partner has passed away)*
- *W-9 form, if you're a US tax resident"*

The policy then explains the instructions for sending Chase the relevant documentation, after which the name on the account would be updated.

The policy is clear that it is an enrolled deed poll which is required and this is ultimately what Chase explained to Mr E. From the comments he's provided, Mr E doesn't dispute that this is what the policy requires and therefore I can't see that Chase made an error here in requesting it.

Mr E's issue, ultimately, is that he doesn't feel the policy should ask for an enrolled deed poll and should accept unenrolled ones. And, because it requires a deed poll to be enrolled, this is unfair, onerous and discriminatory.

I acknowledge Mr E's comments here, but having reviewed Chase's policy, the same requirement applies to all customers equally so I can't see that it's discriminatory or unfair towards a particular group. It also lists a range of documents a customer can provide, so I can't see that it's unduly restrictive. If a customer doesn't wish to provide an enrolled deed poll, there are other options for them to select from such as a passport or driving licence.

I appreciate Mr E wasn't happy with those other options either, but ultimately, it's not unreasonable for a business to require evidence to support a name change and for them to decide what evidence they will accept according to the level of risk they are comfortable with. This therefore generally varies from business to business.

The government's website confirms that some organisations may not accept an unenrolled deed poll as proof of a new name and explains a customer should ask the organisation they're dealing with if they need an enrolled deed poll instead. I appreciate Mr E feels the government website is 'wrong', but I can't see that's the case. And, while he's correct to say Chase don't have to refuse to accept an unenrolled deed poll, there's no requirement for them to accept it either.

So, I don't ultimately agree that Chase have acted unfairly or unreasonably here and so I'm not asking them to do anything further. I appreciate this will likely come as a disappointment to Mr E as I acknowledge the strength of feeling he has on this issue, but I hope I've explained everything clearly.

### **My final decision**

For the reasons I've explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 20 September 2024.

Fiona Mallinson  
**Ombudsman**