

The complaint

Ms L complains that J.P. Morgan Europe Limited trading as Chase (“Chase”) hasn’t dealt fairly with her requests to be refunded certain payments made from her Chase account.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, in 2023 some payments were made from Ms L’s Chase account to two merchants, “V” and “T”. Ms L disputed the legitimacy of these transactions and asked Chase to refund them. But Chase and Ms L couldn’t reach agreement about things. Ms L was unhappy with how Chase dealt with things and so referred her complaint about Chase to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for a 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.

Having done so, I’ve decided to not uphold this complaint for materially the same reasons as our Investigator. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I understand Ms L’s position is that she cancelled her contract with V within the cooling off period and I’ve considered what she’s said about this and the evidence she’s provided. However, I’ve found the evidence provided by V more persuasive. As our Investigator explained, V has presented a copy of the contract between V and Ms L, as well as persuasive evidence of the vehicle being delivered and communications from Ms L showing an intention at the time to have paid the money to V she is now disputing. So I’m persuaded from what I’ve seen that it was reasonable for Chase to have treated the payment (which Ms L is now disputing) as authorised, and to not find any other reason why it should be refunded. So I don’t think Chase dealt with this unfairly.

With regards to T, again I’ve considered what Ms L has said about this and the evidence she’s provided. But I have significant doubts about the accuracy of Ms L’s submissions, particularly bearing in mind the evidence provided by V compared to what she’s told us (which our Investigator already explained), which, in my view, rightly does go towards fairly assessing the reliability of what she’s said about T here also. So I don’t think what Ms L has submitted about T is enough to show what she’s says about these payments is true. So I don’t think Chase dealt with this unreasonably either.

Ms L is unhappy with how Chase dealt with things generally and with the time taken and spent. However, it was fair that Chase be allowed time to investigate things, particularly given the circumstances alleged. And even though some transactions may have been refunded along the way, for the reasons I’ve explained, I don’t think I can say Chase acted

unfairly by not refunding more transactions, or that it treated Ms L unfairly, or that it should have to do anything further.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 25 December 2024.

Neil Bridge
Ombudsman