

The complaint

Mr Y complains that JP Morgan Europe Limited trading as Chase put in place unnecessary barriers to making a payment to a third party overseas causing him considerable distress and inconvenience.

What happened

Mr Y had gone abroad to have surgery and take a holiday. Once the surgery had been completed, the clinic required payment. Mr Y attempted the payment using the Chase app. but the payment didn't go through immediately as it was referred for further checks. Mr Y contacted Chase through its live chat function and requested that his payment be authorised using this method as a reasonable adjustment. Chase says it would've proceeded on this basis, but Mr Y called it, and the matter was completed over the 'phone. Mr Y was unhappy that his request for reasonable adjustments hadn't been put in place, the transfer had taken too long to complete, it had left him out of pocket (cost of the phone call from abroad) and the whole process had caused him anxiety and distress. He raised a complaint with Chase.

Chase responded to Mr Y through its app (as this was Mr Y's requested reasonable adjustment) and accepted there'd been failings in the way the transfer had been handled and paid him £50. But it said the payment was referred because the transaction was unusual for Mr Y's account. Mr Y did not accept Chase's resolution, and referred his complaint to this service where one of our investigators considered it.

Our investigator concluded that Chase hadn't done anything wrong by referring Mr Y's payment for further checks but agreed that the time he'd spent on the phone speaking to several agents and explaining the position multiple times would've been distressing. They thought the compensation award of £50 was sufficient. But they also thought that, on production of evidence, Chase should pay the cost of the phone call. Chase undertook to do this and has, I'm led to believe, paid. Mr Y disagreed with the investigator and said that his medical conditions meant such matters affected him more than other customers and so his compensation should be in the £500 - £750 bracket with the award being towards the upper end of the range. In an e-mail to the investigator, Mr Y outlined why he should be awarded additional compensation.

These reasons were:

- Failure to provide reasonable adjustments as a vulnerable customer
- Unacceptable barriers to resolution – no clear indication live chat was a viable option
- Failure to account for the urgency of the payment
- Mental health impact and emotional distress
- Inefficiency and procedural failures
- Compensation is not in line with FOS guidelines

Additionally, Mr Y sent in an impact statement and medical letters which he wanted to be sure the ombudsman would read and note. Our investigator confirmed these documents

were on the file and marked as key documents. Since Mr Y had rejected our investigators opinion and asked for an ombudsman's decision, the matter's been passed to me to decide.

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'd like to confirm that I've read all the information on the file. I'm not going to detail all those documents; I trust Mr Y will accept my word that I've done so. I'd also like to say that in this decision I'm going to be deliberately vague about some of the matters Mr Y has shared with us. That's because our final decisions are published, and I must be sure that Mr Y's anonymity is protected. By going into too much detail about his circumstances and conditions, that anonymity may be compromised. I trust Mr Y accepts my reasoning on this point.

Finally, whilst I've detailed above the points of contention Mr Y has, I won't necessarily be answering each point in full. That's not a discourtesy to Mr Y but reflects the nature of this service as an informal dispute resolution service. Our role is to get to the crux of the complaint, establish what went wrong, if anything, and put forward the way we think it should be put right. So, in this decision, I'm looking at three main issues:

- Were Mr Y's requests for reasonable adjustments acknowledged and put in place?
- Did Chase follow its procedures when dealing with Mr Y's payment request and did it do anything wrong?
- Is the redress paid to Mr Y sufficient to compensate for the issues Mr Y encountered?

Were Mr Y's requests for reasonable adjustments acknowledged and put in place?

To arrive at my decision on this point, I've considered what Mr Y's disabilities are, the effect they have on his day-to-day living, and when Chase became aware that Mr Y had these disabilities and so may need reasonable adjustments.

Mr Y has sent us documentary evidence of the multiple conditions he's living with. I'm very sorry to read of those conditions and the impact they have on his daily life. I've read and considered all that Mr Y's told us about his conditions and the reports he's shared with us from his medical practitioners when looking at how he's able to deal with situations.

I firstly need to consider when Chase became aware of Mr Y's disabilities and from that whether it considered the need to put in place reasonable adjustments.

Mr Y has said in his impact statement,

"Chase should've pro-actively recognised my vulnerabilities as a disabled customer rather than waiting for to disclose them in a high stress moment."

I take that to mean he disclosed his disabilities during the call on 24 October 2024.

Looking at what Chase said,

"The customer made Chase aware of their personal circumstances which they wanted the bank to consider whilst communicating with them which were logged on

our systems on the same day”.

That appears to bear out and confirm the disabilities were disclosed on 24 October 2024.

I think there’s another point to be made which indicates Mr Y hadn’t told Chase anything before this incident. Mr Y commented in another of his submissions to us,

“At no point was it explicitly stated that Live Chat was an available option., I interpret information literally, meaning I was left with the impression that a phone call was my only option.”

I understand Mr Y’s point about information being taken literally. And so, I’ve looked at what his medical professionals wrote following their consultations. Nowhere was it suggested that Mr Y should make his bank aware of the conditions he had – only that he should tell his employer. Because of that, I’m not persuaded Mr Y would’ve informed Chase earlier about his disabilities.

Mr Y also says:

“Chase refused my request for a reasonable adjustment by insisting that I handle the matter via phone rather than Live Chat”

Chase for its part says,

“...due to the reasonable adjustments being logged at 15:09 the ongoing chat was transferred to our specialist team to continue the conversation via this preferred method but as the customer was urgently needing this payment authorised, they decided contact Chase via telephone at 15:27.”

I’ve looked at the evidence Mr Y sent and can see that on his call log there’s an incoming call with a third party (which Mr Y has referred to in his testimony) at 15:27 and I’m therefore persuaded that there was a call initiated by Mr Y’s representative at that time.

Chase has said it would’ve been prepared to continue the authorisation by live chat after being advised of the special circumstances. In an extract from the live chat, Chase says at 15:09:

“Thank you for letting me know, I will be adding some notes to your file in relation to what we have just discussed to ensure you never need to repeat your situation and allow us to make any accommodations you may need. Details of how we handle this data can be found within our Privacy Policy available on the app or website. I will transfer the chat now to the relevant team to discuss more with you.”

Where there’s a difference of opinion on what happened, I have to decide on the balance of probability what I think is most likely to have happened. In this case, Mr Y has said he reached out to a third party to help him complete the transaction and, as there’s an incoming call from them at 15:27 (the same time Chase have said the call with Mr Y started), I’m persuaded that the third party called Chase and Mr Y to get the transaction completed.

I think Chase acknowledged Mr Y’s disabilities, recorded them, and transferred his chat to another department in line with his request for a reasonable adjustment. So, I don’t find that Chase refused a reasonable adjustment.

Did Chase follow its procedures when dealing with Mr Y’s payment request and did it do anything wrong?

The terms and conditions of Chase's account are clear that it has the right to stop or delay payments if it believes there may be a chance of fraud. It's unfortunate that Mr Y's payment was referred but considering the amount and to whom the payment was being made, I can fully understand why Chase might've had concerns over the genuineness of the transaction. Chase clearly deals with a multitude of transactions every day and it has to deal with those transactions in order. I appreciate Mr Y would've liked his transaction to have been prioritised, but I don't think Chase was under any obligation to do so and I don't think the delay was anything to do with Chase not understanding the urgency of the payment. This situation could've been avoided had Mr Y told Chase in advance what his plans were for transferring money, although I appreciate nobody had said he needed to do this.

Chase has accepted that the length of the call it had with Mr Y was longer than it should've been and was passed on too many times. For that it apologised and gave compensation. I consider that Chase was right to acknowledge its failing in customer service.

Is the redress paid to Mr Y sufficient to compensate for the issues Mr Y encountered?

Mr Y tells us this situation caused him anxiety, distress, additional cost and a spoiled holiday. I don't doubt any of that and I'm sorry that was the case. But our awards are to reflect the distress and inconvenience caused, not act as a punishment to the business.

Mr Y attempted to make a payment on 24 October 2024 and the payment was made on that day, albeit later than he wanted it to have been. He was involved in an online chat to try to get the payment approved and then a phone call which took a long time. Chase has accepted there were unnecessary delays. From what Mr Y has sent us, I am clear that this situation would've been more distressing to Mr Y than it might've been to others. One of Mr Y's medical professionals said:

"He gets very upset when the world doesn't work in a certain way. He gets very anxious and annoyed if things don't go the way he wants and very much minds plans being changed."

In another report, the following was said:

Mr Y considers himself as an impatient person ...with low tolerance to frustrations."

For those reasons, I can see why the circumstances here would've been particularly upsetting for Mr Y. And so why he feels he should be due additional compensation. But I have to consider what was foreseeable to Chase. If it knew nothing of Mr Y's disabilities, it couldn't have treated him any differently. And, the phone call did resolve the problem within 45 minutes. So I don't consider once the payment was made there was any ongoing inconvenience.

So, although I can understand why Mr Y thinks he should be compensated more, I don't think that's the case. I think £50 is a reasonable award to have made and the reimbursement of the phone call charges, at our investigators suggestion, is enough to resolve the complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 23 April 2025.

Stephen Farmer
Ombudsman