

## The complaint

Miss P complains that J.P. Morgan Europe Limited trading as Chase failed to protect her from being a victim of fraud and hasn't done enough to put this right. Miss P wants all of her losses refunded along with statutory interest.

Miss P is represented by a third party but for ease of reference I have referred to Miss P throughout this decision.

## What happened

In March 2024, Miss P came across an advert for what she believed was a genuine job opportunity promoting products. She provided her details and was contacted through a messaging app. Miss P was told details about the company it was being claimed she would be working for by the contact (referred to from this point as the 'scammer'). Miss P believed this opportunity to be genuine, and her research showed the company to be legitimate. Miss P was told she needed to make deposits into an account and then complete tasks to earn commission. Miss P made seven payments from her Chase account to the scammer totalling £11,117.97.

Payment	Date	Type	Amount
1	14 March 2024	Faster payment	£962.37
2	14 March 2024	Faster payment	£1,500
3	14 March 2024	Faster payment	£2,505
4	14 March 2024	Faster payment	£75
5	14 March 2024	Faster payment	£4,000
6	15 March 2024	Faster payment	£1,500
7	25 March 2024	Faster payment	£575.60

Miss P said she was able to withdraw £110 but was then told she would need to pay more to make any further withdrawals. When Miss P contacted the scammer about not being able to afford any further deposits it was suggested she source the money from elsewhere. Miss P then contacted the company she believed she was working for and realised that she had been the victim of a scam. Miss P raised a claim with Chase.

Chase responded to Miss P's claim on 19 October 2024. It explained that the first four payments weren't flagged by its systems for additional checks due to the size of the payments. However, it acknowledged Miss P's personal circumstances and provided her with a 25% partial refund of these transactions.

Chase explained that payments five to seven were flagged by its systems and Miss P was required to contact it to discuss these payments. It said that its agents discussed these payments with Miss P but the answers she gave weren't truthful which prevented its agents from having the appropriate conversations and providing adequate education around investment scams. However, taking into account Miss P's personal circumstances it agreed to provide a 75% partial refund for these transactions.

Chase refunded Miss P a total amount of £5,817.32.

Miss P wanted all of her losses refunded along with statutory interest and referred her complaint to this service.

Our investigator recognised that Miss P had been the victim of fraud, but he didn't think that Chase should reasonably have been expected to prevent this. He thought that Chase correctly recognised that the fifth payment carried a heightened risk of financial harm and took proportionate action by calling Miss P to discuss the payment. However, Miss P provided misleading information to the agent about the purpose of the payment in question. Our investigator noted that Miss P explained she was providing answers she was told to provide by the scammer, but he thought that given the coaching Miss P had received, any further warnings by Chase would likely have been ignored. Given the circumstances of this case, our investigator thought Chase had refunded more than he would have recommended and therefore he didn't uphold this complaint.

Miss P didn't accept our investigator's view. She said that she was financially vulnerable at the time and that Chase should have identified this and done more to protect her money. She said that the intervention by Chase wasn't sufficient. She said that given the payments she was making, more should have been done to question her actions and to understand the payments. She said that had more detailed questions been asked the fraud would have been identified and her losses prevented.

As a resolution hasn't been agreed, this complaint has been passed to me, an ombudsman, to issue 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.

I am sorry to hear of the experience Miss P has had, and I accept that she has been a victim of fraud and lost money through this. However, for me to uphold this complaint I would need to be satisfied that Chase should have done something differently when the payments were being made and that had this happened then Miss P would have stopped making further payments, and that it should have done more when it was alerted to the fraud. When considering a complaint, I take all relevant rules, regulations and guidance into account, but my decision is based on what I consider fair and reasonable given the evidence I have seen, and the wider circumstances at the time.

Miss P authorised the payments from her Chase account. Under the Payment Service Regulations 2017, the starting point is that Miss P is liable for the payments she authorised. However, Chase should have systems in place to look out for out of character or unusual transactions, or other signs that might indicate that its customers are at risk of fraud.

Miss P made five payments on 14 March from her Chase account. These were made to three different individuals. Having looked through Miss P's account usage prior to these payments, I can see that she used the account for day-to-day transactions as well as larger

payments to and from her savings account. The transfers were often for amounts in the thousands. Chase's systems didn't flag the first four payments for additional checks and noting the size of the payments and that they were to different parties, I do not find I can say that Chase was wrong not to intervene before releasing the first four payments.

Payment five was for £4,000. This was a large payment and also the fifth payment that day bringing Miss P's total payments to over £10,000. Given this I think it right that Chase intervened before payment five was released and, given the size of the payments that day, I think human intervention at this stage was appropriate. I have listened to the call that took place and Miss P was questioned about the transactions and the other payments that day. Miss P provided reasons for the transactions and confirmed she wasn't being pressured into making the payments. She said she knew the people she was paying, and she then was advised to carry out more research regarding the payment, but she confirmed she wished the payment to go ahead.

So, while I note Miss P's comment that more probing questions should have been asked, I think that the Chase agent did ask reasonable questions and Miss P didn't provide truthful answers. While I accept she may have been told what to say, Chase asked if this had happened and Miss P said it hadn't. So, in this case, I think that Miss P was under the control of the scammer and as such any further questions would be unlikely to have prevented her from making the payments.

Miss P has said that she was financially vulnerable at the time and that Chase should have been aware of this and taken more steps to protect her from fraud. While I note the comments Miss P has made, her Chase account statements do not show signs that she was struggling financially. Miss P made large transfers into and out of the account and used the account regularly for day-to-day spending. Therefore, in this case, I do not think that Chase should have been aware that Miss P was vulnerable at the time.

Chase has refunded over half of the payments Miss P made from her account to the scam. I have looked through Chase's terms and conditions. These set out circumstances under which it agrees to reimburse customers who fall victim to scams. However, there isn't anything in those terms that would require that it pay more compensation than it already has done. Taking everything into account, as I find that the initial payments weren't of a level that meant Chase needed to intervene, and I find the intervention it took was reasonable at payment five, I do not require it to do anything more than it already has. Therefore, I do not uphold this 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 Miss P to accept or reject my decision before 22 October 2025.

Jane Archer  
**Ombudsman**