

The complaint

Mr K complains that J.P. Morgan Europe Limited trading as Chase unfairly blocked his account without providing a proper explanation. He is also unhappy about the amount of time Chase has blocked his account.

What happened

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr K has a personal current account with Chase.

In early 2025, Chase reviewed Mr K's account. Whilst it completed its review Chase restricted Mr K's account. This means Mr K wasn't able to access any money in the account. At the time the balance of the account was just under £300.

Mr K complained to Chase. He said not being able to access the money in his account was making things very difficult for him financially. He said Chase hadn't explained why it was reviewing his account and hadn't given him a timeframe of when it would unfreeze his account and allow him access to his money. In response, Chase said it hadn't done anything wrong and had acted in line with its legal and regulatory obligations and the terms of the account.

Unhappy with this response Mr K brought his complaint to our service where one of our investigator's looked into what had happened. Mr K said that Chase hadn't set out any legal basis for blocking his account for such a long period of time. And had breached his human rights by denying him access to his funds.

The investigator reviewed everything and didn't think Chase had treated Mr K unfairly. So, he didn't uphold the complaint. Mr K disagreed. He said he hasn't been given any information about why Chase have blocked his account for as long as it has. And there is no legal basis for it to have blocked his account

As no agreement could be reached the matter has come 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 would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material

to the issue of whether Chase has treated Mr K fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focused on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. But I have read all Mr K's submissions.

I want to make it clear that I understand why what happened concerned Mr K. I've no doubt it would've come as quite a shock to him, and he would've been very worried to find out that his account had been blocked. But as the investigator has already explained, Chase has extensive legal and regulatory responsibilities they must meet when providing account services to customers. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime.

I've considered the basis for Chase's review and having done so I find this was legitimate and in line with its legal and regulatory obligations. So, I'm satisfied Chase acted fairly by blocking Mr K's account. I understand Mr K would naturally want to know the information I have weighted in order to reach this finding. But as I've set out already, I am treating this information in confidence, which is a power afforded to me under the Dispute Resolution Rules (DISP), which form part of the Financial Conduct Authority's regulatory handbook.

Accordingly, I have accepted information in confidence which I am not disclosing to Mr K. And the description of that information is that it's of a nature which justifies Chase's review, and which has led me to decide that Chase have not treated Mr K unfairly when it blocked his account.

I understand of course why Mr K wants to know the exact reasons behind Chase's decision, other than what he's been previously told. And I can see that Mr K has asked Chase to explain itself on several occasions. But Chase isn't obliged to tell Mr K why it blocked and reviewed his account, and I don't believe it would be appropriate for me to require it to do so as much as he'd like to know.

The terms and conditions of Mr K's account also make provision for Chase to review and suspend an account. And having looked at all the evidence, I'm satisfied that Chase have acted in line with these when it suspended Mr K's account.

Mr K has said that Chase took far too long to complete its review of his account. I've looked at the information Chase provided about what it was doing as part of its review. Mr K believes the law requires Chase to release his funds. He referenced the National crime Agency (NCA) and time limits which apply to them on several occasions, along with other court cases he feels are relevant. I have carefully considered what he's said. Mr K has referred to the moratorium period applicable to the NCA and its responsibilities. But I don't find what he has referred to obligates Chase to release his funds after a set period of time. Neither do I find there is a law which sets out the length of time a bank can hold onto funds.

Mr K has also said that Chase's actions have breached his human rights by withholding his funds without justification. I make no finding on whether Mr K's human rights have been breached. I consider this is a matter that only a court could properly determine.

So, I'm not requiring Chase to compensate Mr K for any trouble and upset he may have experienced because of Chase carrying out its review, and the further dissatisfaction he

experienced which ultimately flowed from not having access to the funds in his account, including his unhappiness with Chase's communication and the information it didn't provide him.

In summary, I realise Mr K will be disappointed by my decision, but I won't be telling Chase to do anything to resolve Mr K's complaint.

My final decision

For the reasons I've explained, 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 K to accept or reject my decision before 13 May 2025.

Sharon Kerrison
Ombudsman