

The complaint

Mrs P complains J.P. Morgan Europe Limited trading as Chase didn't do enough to protect her when she fell victim to a safe account scam.

What happened

Mrs P has a number of accounts including an account with Chase and accounts with banks who I'll refer to as "R" and "F" throughout the rest of this decision.

Mrs P says her mother received a call on 26 January 2023 from someone claiming to be her bank saying that there was some unusual activity on her account. Having confirmed that the activity wasn't hers, Mrs P says her mother was asked if there was any way someone could have got her bank details to which her mother replied "no". She says her mother was then asked if she'd received any suspicious emails, for example any emails about renewing her TV licence. Mrs P says she helped her mother check her emails and saw that she had received an email about renewing her TV licence and that the address looked suspicious. Mrs P says her mother's bank told her that her account had been compromised and her phone too, that the fraudsters probably had the rest of her family's account details – as the family regularly made transfers between themselves – and that they'd all have to take steps to "lock" and "secure" their accounts. In fact, Mrs P's mother was talking to a scammer.

Mrs P says the scammer convinced her mother, herself and other members of the family to transfer money in their accounts and ultimately move it into "safe" accounts. Those transfers included transfers from Mrs P account with Chase into account with R – that money was then transferred to the "safe" accounts I've mentioned. These transfers took place over three days. The "safe" accounts were, in fact, accounts controlled by the scammer.

Mrs P says she discovered she'd been scammed on 29 January 2023 – along with the rest of the family – when the scammer didn't call when they were supposed to meaning she called one of her banks. Mrs P – and the rest of her family – contacted the banks involved to say they'd been scammed and to ask for help getting their money back. They also complained that the banks involved hadn't done enough to protect them.

Mrs P was unhappy with R's response and F's response to her complaint and referred those complaints to our service. She ended up asking for those two complaints to be referred to an ombudsman. I looked into both complaints and said that there was nothing either bank could have done to prevent Mrs P's losses. In my decision I said that I've listened to a call involving Chase and that I thought the call was a real opportunity to uncover the scam. I explained to Mrs P that this in itself wouldn't mean a complaint against Chase would succeed and that we'd also seen very little information from Chase. I also explained that she'd also need to complain to Chase and get a final response before we could take matters further. Mrs P, as a result, complained to Chase. Chase issued a final response saying it had done nothing wrong and was unable to offer a refund as Mrs P's losses occurred after she'd already moved money out of her account. Mrs P wasn't happy with Chase's response and so complained to our service.

One of our investigators looked into Mrs P's complaint and said that they thought Chase had

missed an opportunity to prevent Mrs P from making further losses when she tried to make a second payment of £5,000 on 27 January 2023. However, our investigator also thought that the agents in the subsequent calls wouldn't have been able to uncover the scam and that Mrs P could also have done more given that there were a number of red flags. So, they recommended that Chase refund payments two to five less recovered funds less 50% to reflect the fact that liability should be split 50/50. In other words, that Chase should provide a refund of £13,097.95 and pay 8% simple per annum interest from the date of payment to the date of settlement. Mrs P accepted our investigator's recommendations. Chase didn't. Chase said, amongst other things, that it wasn't fair that the other businesses who hadn't intervened hadn't been held liable but it was being held liable despite intervening. Chase also said that it also wouldn't be fair to hold it liable if its agents in the subsequent calls wouldn't have been able to uncover the scam. Finally, Chase didn't agree that its agent had missed an opportunity to uncover the scam. Chase asked for Mrs P's complaint to be referred to an ombudsman for a decision. Her complaint was, as a result, 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.

In this case there's no dispute that Mrs P and her family have fallen victim to a well organised safe account scam. Scams like this are incredibly cruel. They're designed to put victims under immense pressure so that they make payments into the scammer's account.

In this case I'm satisfied that the scammer told Mrs P and her family not to tell any of their banks that they'd been told their accounts were the subject of a fraud investigation or that they were speaking to anyone else on the phone. I'm also satisfied that Mrs P followed that instruction apart from on the one call that I described in my other decisions as a call that I thought was a real opportunity to uncover the scam. I'll explain what I meant by that, and what I now think having seen everything both parties – and critically Chase – has sent in.

The call in question came about because Mrs P wanted to transfer £5,000 to her account with R having already sent £5,000 to the same account less than ten minutes earlier. Chase considered that to be unusual and so wanted to check that Mrs P wasn't being scammed. At the very beginning of the call the scammer can be heard telling Mrs P not to mention the investigation that's going on or that she's talking to someone else. Mrs P tells the scammer to stop talking at that stage as they're talking over Chase's agent. Having completed security, Mrs P does the opposite to what the scammer told her and tells Chase's agent that she just sent a payment to her account with R because there's an investigation going on for fraud in her household so she's talking to one of her other banks. At this stage the scammer interrupts and can be heard telling Mrs P to put the Chase agent on mute. Mrs P does so and approximately a minute later unmutes the call. Chase's agent at that point asks what the other call was about and that she'd said about fraud. Mrs P plays this down and says it's "nothing" and that she's simply transferring money to another account. I remain of the view that the agent should have done more here – this was a "golden opportunity" to uncover the fact that Mrs P was being scammed. The agent had heard the scammer telling Mrs P to lie to him, and the mention of an "investigation into fraud" and the fact that Mrs P was talking to someone else should have rung alarm bells – they're some of the hallmarks of a safe account scam. I agree with our investigator that the agent should have asked further questions. Had they done so, and had they, for example, said that Chase was going to put the payment on hold until she'd come into branch, I'm satisfied that the scam would have been uncovered and Mrs P wouldn't have gone ahead with any more payments. Instead, the scammer was given an opportunity to coach Mrs P meaning that any further interventions were unlikely to make a difference. In short, I agree with our investigator that Chase missed an opportunity to prevent further loss here.

Putting things right

In this particular case I agree with our investigator that the appropriate remedy is to require Chase to refund payments two to five less recovered funds less 50% to reflect the fact that liability should be split 50/50. In other words, Chase should provide a refund of £13,097.95 and pay 8% simple per annum interest from the date of payment to the date of settlement.

My final decision

My final decision is that I'm upholding this complaint and require J.P. Morgan Europe Limited trading as Chase to refund payments two to five less recovered funds less 50% to reflect the fact that liability should be split 50/50. And to pay 8% simple per annum interest on these refunds from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 30 September 2025.

Nicolas Atkinson
Ombudsman