

The complaint

Mr P complains about how J.P. Morgan Europe Limited trading as Chase (Chase) failed to monitor and prevent gambling transactions debiting his account. Accordingly, Mr P would like Chase to refund the transactions.

What happened

The details of this complaint are well known to both parties, so I won't repeat everything

Between March 2024 and February 2025, Mr P made over 200 gambling debit transactions from his bank account with Chase totalling over £28,000. Mr P believed that in line with their duty of care, Chase should have been monitoring his account and should have made contact with him to prevent the transactions. Accordingly, he complained to Chase.

Chase helped Mr P apply a gambling block, and looked into the complaint, responding to say they could not agree they had done anything wrong. Chase explained that their normal monitoring looks for anything unusual or suspicious, including anything potentially fraudulent or linked to financial crime or difficulty. Plus, Mr P since opening his account had not made any contact with Chase, nor mentioned any gambling problems.

Remaining unhappy, Mr P brought his complaint to our service, commenting that Chase were negligent in not recognising what he regarded as his unusual or excessive spending.

Our investigator looked into the complaint and issued their view saying they would not be asking Chase to take any further action, based on Chase's monitoring systems, and the lack of factors that would trigger any intervention.

Mr P rejected this view reiterating Chase's duty of care. Mr P said that Chase should have protected him and, that Chase themselves admitted they should have made Mr P aware of the gambling block sooner than they did.

As a result, it was agreed that the complaint be referred to an Ombudsman.

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 have looked at the information Chase has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr P fairly. I've also examined what Mr P sent to Chase and to this service.

When thinking about what Chase should've done to assist Mr P, I've firstly thought about whether Chase were notified that Mr P had any problems with gambling, and if they weren't, I have considered whether they should've known and if they should've done something to assist him.

From the evidence I've seen from both Chase and Mr P, Mr P didn't inform Chase about gambling problems at any point.

I must now consider whether Chase should have picked up on Mr P's gambling transactions with a view to intervening. Chase have laid out what they generally look for in terms of monitoring and its aspects such as potential fraud, security issues, financial difficulty or scams. And Mr P's gambling transactions don't fall into any of these categories. Mr P in an email said that Chase should have at least monitored his account from a fraud perspective, and this should have picked up his gambling transactions. I'm convinced that Chase do monitor accounts from a fraud perspective but as Chase and our investigator have commented, these transactions wouldn't be classed as such.

Although the day-to-day spending on the account differs from month to month, I wouldn't have expected Chase to have monitored the account that closely, or to have stepped in and blocked these transactions. One of the reasons we might expect a bank to step in and monitor an account, is if it was overdrawn, and or the customer was applying for lending and credit to help manage the account. That wasn't the case here, so I don't think anything would've flagged up or notified Chase that Mr P was struggling with gambling.

Connected to this, I note Mr P has mentioned to our investigator on a number of occasions that Chase have admitted they 'could have done something about his gambling sooner' and that Chase 'waited for me to complain'. But looking through the business file that Chase supplied, I can't find anything that substantiates these claims. Therefore, I can't address it.

Mr P has commented that when he spoke with Chase, they said that had he called them sooner, they could have helped him. But when Mr P did actually telephone Chase in February 2025, nothing was done other than him applying a gambling block, therefore proving that there was no benefit in calling sooner. But firstly, I've not been provided with the telephone call that Mr P made to Chase so I can't comment on it. And secondly, it wouldn't be fair to judge a phone call that didn't take place, using a call that did.

Additionally, Mr P has said that Chase never made him aware of gambling blocks until he made contact in February 2025. However, a cursory look within Chase's website provides information about gambling blocks and I've seen evidence that this option is within Chase's app. Therefore, it's reasonable to expect Mr P, or any customer of Chase to be aware of this gambling support.

As I've mentioned, throughout the near twelve-month period of regular gambling, Mr P never made contact with, or sought support from Chase. Therefore, I don't consider it fair that at the end of this period, Chase should now be held accountable for Mr P's spending.

Overall, I'm satisfied that Chase wasn't notified of Mr P's problems with gambling. I also don't think it should've known from the way the account was being managed. And so, I cannot fairly require it to take any further action towards him.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 July 2025.

Chris Blamires

Ombudsman