

## **The complaint**

Mr R is unhappy that J.P. Morgan Europe Limited trading as Chase (Chase) won't reimburse money he lost to a scam.

The details of this complaint are well known to both parties, so I won't repeat everything again here. Instead, I'll focus on giving the key reasons for my decision. This is not a discourtesy to Mr R or Chase – it simply reflects the informal nature of our service.

## **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.

Having done so, I agree with the conclusions reached by the Investigator for the following reasons:

- It isn't in dispute that Mr R authorised the £3,000 payment he made from his Chase account. The payment was requested using his legitimate security credentials provided by Chase, and the starting position is that banks ought to follow the instructions given by their customers in order for legitimate payments to be made as instructed.
- However, I've considered whether Chase should have done more to prevent Mr R from falling victim to the scam, as there are some situations in which a bank should reasonably have had a closer look at the circumstances surrounding a particular transfer. For example, if it was particularly out of character.
- I've reviewed Mr R's account statements, and I can't conclude that the payment made to the scam would have looked particularly unusual or suspicious to Chase. I appreciate that the payment lost to the scam may have represented a lot of money to Mr R, but it simply was not of a value where I'd usually expect Chase to be concerned that Mr R was at a heightened risk of financial harm. In the months before the scam Mr R made transactions much larger than the disputed payment. He had also paid the receiving account before, so this payment would not have appeared as unusual or outside his usual spending habits. Mr R made one payment as part of the scam, rather than multiple large payments which can sometimes indicate a scam is unfolding. So, in the circumstances, it would have been difficult for Chase to identify that he was at risk of losing his funds.
- As I've set out above, I don't think the transaction ought to have indicated that Mr R was at a heightened risk of financial harm given the relatively low value of the payment. So, I don't think Chase would've reasonably been expected to intervene to ask further questions before processing the payment.
- Mr R has highlighted that he was vulnerable and that Chase could have done more to protect him. I have thought about this point carefully, but this doesn't change the outcome I have reached. The payment didn't require any intervention from Chase for

the reasons explained above and from the statements I can see that Mr R is able to manage his account. Chase has also offered to refund 50% of the disputed payment and awarded £50 compensation. As I wouldn't have expected it to intervene on the payment, I think the offer made is fair, so I won't be asking it to do anything further.

- I also don't think there was anything more Chase could have done to recover the money either. There was a delay in reporting the scam. Therefore, I don't think there was any realistic possibility of recovery.

I appreciate this will likely come as a disappointment to Mr R, however, in the circumstances, I do not consider it would be fair and reasonable to ask Chase to do anything further.

### **My final decision**

I don't think J.P. Morgan Europe Limited trading as Chase needs to do anything to settle the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 March 2026.

Aleya Khanom  
**Ombudsman**