

## The complaint

Mr B complains that J.P. Morgan Europe Limited trading as Chase failed in its duty to protect him by allowing him to spend significant amounts on gambling.

## What happened

Mr B contacted Chase on 27 December 2024 and asked it to remove the gambling block he had set up on his account.

Between 29 December 2024 and 16 April 2025, he sent payments (totalling more than £18,000) to eight merchants who offered gambling services.

When he complained to Chase that it ought to have been alerted to the need to intervene or block the payments, Chase upheld his complaint in part. It mainly said that it had removed the gambling block at Mr B's request and it had sent the payments in line with his instructions as there had been no reason not to. Chase acknowledged however that during the interaction on 27 December 2024, the agent could have probed further to understand his situation better and gone into more detail about organisations that could support Mr B. For this, Chase paid Mr B £150 compensation and signposted Mr B to a charity that he might find helpful.

When Mr B brought his complaint to us, our investigator thought Chase had responded fairly and reasonably to Mr B. They said Chase hadn't had any particular reason to review the way Mr B was using his account as the payments hadn't been flagged for fraud checks and he hadn't shown any signs of financial distress. And he felt that £150 was fair compensation for any shortcomings in the chat exchange with Mr B on 27 December.

Mr B disagreed, mainly saying that the investigator hadn't properly understood or addressed his main complaint points. He put things this way: *'...The fact that numerous high value payments to third party offshore merchants - with goods & services MCC codes masking themselves as illegal gambling transactions - were not flagged on my account is the key point ...Not to mention illegal gambling sites being the receiver of funds & AML checks due to change in circumstance not being adhered to.'*

Mr B would like an ombudsman review, so his complaint comes 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 appreciate that this is a very difficult situation for Mr B – he has described the impact this had on him and I sympathise. It's reasonable to expect that banks will play their part in providing support and assistance to help manage responsible gambling. And having thought carefully about everything here, I've reached the same conclusions as the investigator. I'll explain my reasons.

In order to uphold Mr B's complaint I would have to find that Chase made an error or acted in a way that wasn't fair and reasonable and this led to Mr B suffering financial loss or some other detriment which it hasn't done enough to put right. So this is the focus of my decision.

I can see that Mr B's pattern of gambling did change quite significantly after he asked Chase to remove the gambling block on 27 December 2024. There was a period after this when he was spending a lot of money in a short time on gambling transactions. I've thought carefully about whether Mr B's account activity should have prompted Chase to realise there might be a problem.

My starting point is that, broadly speaking, there is no general requirement for Chase to routinely monitor Mr B's account for gambling transactions and it's up to him to choose how he spends his money. So I wouldn't reasonably expect Chase to have systems in place to automatically regulate or limit how much or how often a customer uses the account to fund gambling activity – unless the customer specifically asks the bank to do this. Chase had removed the gambling block previously on the account at Mr B's specific request. During the period Mr B complains about, he hadn't at that stage spoken to Chase about his concerns around his gambling and he was able to resume gambling activity.

As Mr B authorised all transactions, I can't fairly say that Chase was wrong to allow the payments to proceed.

And I don't think Chase reasonably had any other cause for concern. There were no significant signs that Mr B's spending was causing him financial distress. From looking at his account activity, in my view I don't think there was anything that would reasonably have alerted Chase to think Mr B's gambling was out of control. And while I appreciate that Mr B says over the years he'd turned the gambling block on and off, so it should've been obvious he was a gambling addict, this doesn't affect my overall view. But I think his awareness and use of Chase's gambling block feature might equally suggest that he understood how it could help him and he was able to apply it in order to limit his gambling spending.

I've taken into account that the merchants Mr B was sending money to used a Merchant Categorisation Code (MCC) unrelated to gambling. So even if the gambling block had been switched on, those transactions wouldn't have been identified as payments to gambling sites and so the block wouldn't have stopped them in any event. Merchants are responsible for identifying and using the correct MCC. I wouldn't reasonably expect Chase to have identified that these payments were going to merchants who had failed to use a correct MCC – even if that was done to disguise the fact they were offering gambling.

I've also considered that Chase made it easy for customers to apply the gambling block – they could do this themselves as Mr B did from time to time. But removing the block wasn't so quick or easy – only Chase could do that and there was a 48 hour delay before gambling could be resumed. So I think Chase recognised that customers using their gambling block might need help to manage compulsive spending and this was one way that it could assist – by imposing a cooling-off period to help limit scope for impulsive return to gambling activity.

Mr B first informed Chase of a gambling problem by email on 29 April 2025. Chase responded to his disclosure by signposting him to 'BeGambleAware' on 15 May 2025. It appears from what he's said that Mr B was already aware of another agency that could offer help and assistance to people in his situation ('GamStop'). But Chase recognised that it could perhaps have done more to assist him more proactively when he'd first got in touch to request removal of the gambling block. For this, Chase paid him £150 compensation which I am satisfied is fair and reasonable to reflect the limited extent and impact on Mr B of any poor service on the part of Chase.

After taking into account everything that Mr B and Chase have told me, I haven't seen enough to show that Chase treated Mr B in a way that wasn't fair and reasonable overall. To sum up, I've seen no evidence to suggest that Chase's reasonable and proportionate checks would have revealed that Mr B had a gambling problem before he complained. When Mr B made Chase aware, it took appropriate steps to support him and paid him fair compensation to reflect the fact it hadn't proactively identified the need to do more to help Mr B sooner.

Although to be clear, even had Chase provided more information about other sources of support and information in December 2024, I don't think it likely that this would've stopped Mr B resuming gambling. I say this because he already had access to other similar support when he chose to ask Chase to remove the gambling block. And he knew he could've re-applied the gambling block himself if he'd wanted to do that.

And I think the same goes for any intervention Chase might have initiated if it had considered Mr B's payments as ones it needed to review. I think Chase would have offered the gambling block and some external support, and I think Mr B was aware of this.

So I can't uphold this complaint.

If I have not referred to everything mentioned by Mr B, that's only because I have nothing useful to add to what the investigator has said already and I've concentrated on what seem to me to be the core issues I need to address when deciding the complaint. This reflects the fact that we provide an informal complaint handling service as a free alternative to the courts.

I hope that setting things out as I've done helps Mr B understand why I have reached my conclusions.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 October 2025.

Susan Webb  
**Ombudsman**