

The complaint

Mr T complains that J.P. Morgan Europe Limited (trading as Chase) have failed to refund all the money he lost to a crypto investment scam.

The details of this complaint are well known to both parties. So, if there's a submission I've not addressed; it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Chase was responsible for Mr T's outstanding loss.

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 our Investigator, and for largely the same reasons.

Between 25 February and 19 March 2024 Mr T made 31 payments totalling £145,728 to various individuals for the purchase of crypto. Mr T understood that the funds were then transferred to a trading platform with an investment company (which I'll refer to here as 'B'). But when he was unable to make a withdrawal, Mr T came to the realisation he'd been scammed.

It isn't in dispute that Mr T authorised the disputed payments. They were requested by Mr T using his legitimate security credentials provided by Chase. In line with the Payment Services Regulations 2017, consumers are liable for payments they authorise. Chase is expected to process authorised payment instructions without undue delay.

Chase also has obligations to help protect customers from financial harm from fraud and scams.

Chase accepts that it didn't fulfil its obligations here; and that it should've done more to protect Mr T. It refunded three of the early payments in full, but it believed that Mr T should be held 50% liable for his loss in relation to the remaining 28 payments due to contributory negligence. Chase has therefore refunded Mr T £81,565.

Mr T believes Chase should refund him in full. Essentially, he says that his mental and physical health at the time of the scam made him vulnerable; and that Chase should've picked up on this and probed more into the reasons for the payments.

Mr T further adds that he had no knowledge of how scams worked; and so, had no basis to question what he was being told by the scammer. He said the responsibility here rests with Chase who have *"completely and wholly let me down as a customer"*.

As Chase has accepted it should've done more to protect Mr T, I don't think it's necessary for me to discuss Chase's role in what happened in detail further.

My decision will therefore focus on the outstanding issue; that being whether I consider Mr T contributed to his own loss and should therefore bear some responsibility for it by way of contributory negligence.

Beyond Chase's requirement to protect customers from the possibility of financial harm from fraud, there is also an expectation that customers protect themselves too. I've therefore

thought about whether Mr T did enough to protect himself from the scam – and, if he didn't, whether this contributed to his loss.

I appreciate Mr T unknowingly fell victim to what, in many ways, appears to be a sophisticated scam. I also accept that he was going through a very difficult time, and the fact there were romantic undertones to the relationship with the scammer – further enticed Mr T into the investment.

But this 'investment' opportunity essentially came from an unsolicited message on WhatsApp by a person that wasn't known to Mr T. Because of this, I think it would've been reasonable for Mr T to have taken greater caution before proceeding to invest with someone he didn't know and hadn't met in person – particularly given the significant amounts involved and because he only started speaking to this person a month before starting to 'invest' in high risk crypto.

And there's no evidence to suggest Mr T carried out any due diligence before deciding to invest. I've also not seen anything to show he received any investment contract or documentation as part of the 'investment'. Instead, it seems Mr T was heavily and solely reliant on the instructions of the scammer.

In the circumstances, I think Mr T ought reasonably to have taken steps to ensure the legitimacy of the investment before proceeding. This could've involved carrying out research online about 'B' and this type of investment opportunity; or seeking independent financial advice.

If Mr T had done this, then I've considered what would've likely happened. Here, from my own historical internet search, I've been unable to find anything about 'B' online. Although this means there wouldn't have been negative information available, I think the absence of *anything* online about 'B' ought to have given Mr T reason to question whether it was genuine or not – as a legitimate firm would ordinarily have an online presence.

Further to this, I think research into crypto investment opportunities would've likely led to Mr T becoming aware that he was possibly being scammed - as there were enough similarities with his situation and the common features of crypto investment scams. And I think independent financial advice would've confirmed this too.

I've considered Mr T's point that his physical and mental health likely meant he was vulnerable to falling victim to the scam. But I can't reasonably conclude that this would've prevented Mr T from carrying out the above steps to protect himself. Because of this, I think Mr T could've prevented his loss if he'd taken some reasonable steps before proceeding with the investment opportunity. It follows that I consider Mr T should take some responsibility for that loss.

I understand Mr T considers the liability should solely rest with Chase, and I appreciate Mr T is an innocent victim of a scam here and I'm not trying to place blame with him. But I must consider what is fair in the overall circumstances of what happened. And while Chase accepts it should've done more to protect Mr T from the scam, I cannot fairly ignore that Mr T could've done more to protect himself too, particularly given the large sums of money involved.

It follows that I think Chase's 50% reduction on part of Mr T's loss based on contributory negligence is more than fair in the circumstances.

I appreciate this will likely come as a disappointment to Mr T, and I'm really sorry to hear of the difficult situation he's found himself in. However, in the circumstances of this complaint, I don't consider it would be fair and reasonable to hold Chase responsible for Mr T's outstanding loss.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision **before 24 October 2025**.

Anna Jackson
Ombudsman