

The complaint

Mr K says J.P. Morgan Europe Limited, trading as “Chase”, refuses to refund him for unauthorised transactions on his account.

What happened

The facts of this complaint are well-known to both parties, so I see no reason to repeat them in detail here.

In short, Mr K disputes three transactions on his Chase account, all to the same merchant. Mr K says he was in Thailand using a public Wi-Fi at the time of the transactions and he thinks someone was able to compromise his account and phone to make these transactions on his account. So, Mr K says Chase should refund these and also pay compensation for the distress and inconvenience caused, and for the damaging effects this has had on his health.

Chase says it has considered Mr K’s complaint, but it says it can’t find any evidence that a third party was responsible for the payments, so it held Mr K liable. It says it also considered his claim for compensation for distress and inconvenience but felt it hadn’t done anything wrong that warranted any compensation.

Our investigator considered this complaint but felt that the evidence showed the transactions were authorised, he and didn’t feel that any compensation should be due. Mr K wasn’t happy with this outcome, so the complaint has been passed to me for a final decision.

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.

Generally speaking, Chase is required to refund any unauthorised payments made from Mr K’s account. Those rules are set out in the Payment Service Regulations 2017. Mr K has said he didn’t carry out the transactions in dispute. So, I have to give my view on whether I think Mr K did authorise the transactions or not.

Having considered all the evidence and information supplied, I am persuaded that these transactions were authorised for the following reasons:

- The transactions were made using Mr K card details online to make bookings under his name with his email address.
- Chase has provided evidence that all the transactions were verified in Mr K’s Chase banking app using his app passcode to login. And this was done via his registered device, which had used for genuine banking both before and after.
- Mr K has confirmed that no one else had possession of his device, nor had he clicked on any suspicious links or downloaded any suspicious or unknown apps. He also confirmed that no one else knows the passcode to access his Chase banking

app.

- Mr K says he was on a shared network at the time, so someone else could've accessed his device via SIM swap or unauthorised remote access. However, remote access requires the recipient device to install an app and share a passcode to access the device. Even in the event that there is evidence of a SIM swap or remote access, this still doesn't explain how someone else was able to log into Mr K's banking app without knowing his passcode.
- Mr K says the evidence that the booking was made using his name and email address doesn't mean it was made by him. However, it's unlikely a fraudster would be making a booking with Mr K's name and email that they might not be able to benefit from. Had someone else managed to access his device and banking app I think it's more likely payments and money transfers would've been made which the fraudster could benefit from.
- The chargeback scheme is a voluntary scheme set up to resolve card payment disputes between merchants and cardholders. But banks are not required to raise a chargeback where it doesn't believe there are reasonable grounds for success. And based on the persuasive evidence that these transactions were authorised, I can't say Chase has done anything wrong by not raising a chargeback.
- Mr K has claimed compensation for distress and inconvenience caused by Chase, and the fact that he felt the information returned by Chase was confusing. I have reviewed the information Mr K is complaining about, but I don't think the information was confusing considering he only had one complaint at the time. The disputed transactions were not caused by Chase, and my findings are that I think Mr K is likely responsible for them. So, I can't say Chase should pay any compensation for the distress and inconvenience relating to the payments themselves.

I know this outcome will come as a disappointment to Mr K but for all the reasons outlined above, I am persuaded the transactions were authorised, so I am not upholding this complaint.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 8 January 2026.

Sienna Mahboobani
Ombudsman