

## **The complaint**

Mr A complains that J.P. Morgan Europe Limited trading as Chase (Chase) unfairly holds him liable for two charges on his account for higher amounts than he had agreed to pay, and that Chase decided to close his account.

## **What happened**

Whilst in Dubai, Mr A says he noticed he'd been incorrectly charged by two merchants on separate purchases that he had made on 28 April 2025.

Mr A raised his concerns with Chase once he became aware of the discrepancies and Chase temporarily refunded him for the amounts in dispute whilst it investigated.

Despite raising chargeback claims with Mastercard, Chase says it was unable to support the disputes in favour of Mr A. It says the merchants presented evidence which showed the amounts debited were correct. And it took action to withdraw the temporary refunds from Mr A's account.

But Mr A didn't think Chase had acted reasonably by treating the transactions as authorised and questioned the legitimacy of the receipts.

Chase says it subsequently made the decision to close Mr A's account because Mr A breached its General Account Terms and Conditions.

But Mr A says that this left him with no access to his wages, and what he required for essential living costs.

Chase says it made no error in restricting the account, but it acknowledged its agents could have been more proactive when speaking to Mr A about his concerns.

Our investigator on reviewing everything recommended that the complaint should be upheld. He considered that as Mr A had authorised the payments, and the merchants had presented evidence to this effect, he was liable. But he felt that an award of £100 was reasonable in addressing the service Mr A had received from Chase.

Chase agreed with the investigators view and said that as it was still entitled to take £205.09 back from Mr A's account – consisting of one of the temporary credits it had made - it had decided not to pursue this withdrawal any further. So, the £100 award had already been covered by this decision not to pursue this payment, which the investigator considered fair.

As Mr A disagreed the matter was passed 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.

Having done so, my review of the evidence has led me to the same overall conclusion as the investigator for much the same reasons.

Firstly, I was sorry to hear about Mr A's personal circumstances, and I appreciate it was a difficult time for Mr A. I also realise this will be disappointing for Mr A and I understand his strength of feeling on this matter and the impact this has had on him. He has my sympathy, and I'd like to assure him I haven't taken this decision lightly.

The investigator's view set out the full facts, the transactions in dispute, and the evidence that was presented. So, I won't repeat every detail here, only those which form the basis of my decision. However, I can assure Mr A that I've considered everything, including his comments and evidence.

When considering what's fair and reasonable, I'm required to take into account relevant law and regulations; regulators rules, guidance and standards; codes of practice and where appropriate what I consider to be good industry practice at the time.

The relevant law here is the Payment Services Regulations 2017 (PSRs) which broadly speaking states Mr A is responsible for any payments that he has authorised, and he isn't responsible for any unauthorised payments. So, I think the main consideration here is whether Chase has acted fairly in concluding that Mr A authorised the transactions that are in dispute, but also whether Chase could have assisted Mr A sooner with his concerns.

I can see that Mr A maintains that although he indeed made purchases with the two separate merchants - and by his own admission he says these payments were made using his account card and Personal Identification Number (PIN) - The amount he agreed to pay for the goods was not what he was charged. And this was something that only came to his attention after he had left the retail premises and was on his way back to the UK.

So, given this I'm satisfied Mr A authorised the two transactions. But the regulations relevant to this case say that is not, on its own, enough to enable Chase to hold him liable. I also need to think about whether the evidence suggests that it's more likely than not that Mr A consented to the amounts that were debited from his account.

I note that on notifying Chase of what had happened. it provided him with temporary credits to his account consisting of the amounts disputed. I can't say exactly what happened when Mr A went to pay for the goods on both occasions. But the investigator has highlighted that despite Mr A initially telling our service that he didn't receive any receipts from the merchants, he then went on to produce two receipts when disputing his claim with Chase, which does raise some questions around what happened. He also says he does not clearly remember checking the card reader or his receipt at the time, and he didn't realise how much he was charged until he checked his Chase account sometime later.

I can see that Chase pursued the matter and raised chargeback claims with Mastercard, and both of the merchants in question challenged the claims by presenting receipts for the amounts in dispute as evidence. And Chase said it was unable to take the matter any further.

Mr A says the receipts provided by both merchants in their responses differed from the receipts he had supplied. They were handwritten and contained no signature or authorisation which would ordinarily confirm that he made or consented to the payments. He says that the fact that both merchants seemed to know one another led him to believe this may have been a case of organised fraud.

But here I can only consider whether Mr A consented to the transactions, which then entitles Chase to debit his account for the amounts as authorised. Mr A may have disputes directly with the merchants if he feels he was overcharged or misled in some way but that doesn't mean Chase has done anything wrong by declining to refund the amounts charged.

I note Mr A himself says that he does not remember checking the terminal or the amount he was being charged. And there's nothing to suggest it said anything other than the amount that ultimately debited his account. He might have a dispute as to whether the price charged reflected what he received, but that isn't a reason for Chase to refund otherwise authorised payments.

Under the regulations unfortunately it doesn't matter if the payer, Mr A here, doesn't know the amount they are being charged. They are still treated as having consented to the payments if they authorise them with their genuine card – which hasn't been disputed.

In summary, although I can appreciate Mr A did not agree to the amounts he was charged, and I can understand his strength of feeling on this matter. Based on the evidence provided I am satisfied that Chase followed the chargeback process correctly and based on the evidence provided, it was fair in reaching the conclusion that Mr A had authorised the transactions, so Chase is entitled to hold him liable for them.

Mr A also mentions he was left in a difficult situation when Chase took the decision to close his account unexpectedly which left him without access to his money and without the ability to support his daughter financially and with paying bills.

I appreciate this must have been difficult for Mr A, but I can see that Chase reached out to Mr A on a couple of occasions as it had identified benefit payments were being received into his account, and as it required Mr A to confirm he had made alternative arrangements to receive the benefit payments before it could proceed to close his account. But, it seems the restriction on his account went on for longer than it should have.

Chase acknowledges this and says it agrees its agents could have been more proactive in assisting Mr A if it had relayed this requirement further when speaking to him. But I think it was reasonable in requesting confirmation from Mr A relating to the redirection of his benefit payments, before it proceeded to close the account so that Mr A did not suffer any subsequent detriment in chasing his benefit payments in the future, which it says it has seen happen in the past. But I agree with the investigator that Mr A was caused inconvenience, and an award of £100 in recognition of this is reasonable and fair given the circumstances.

I can understand that Mr A was upset by Chase's decision to close his account, and this has inconvenienced him. Chase however have discretion in deciding who they provide accounts to and can generally decide to close accounts if they make the decision, they no longer want to keep servicing them. It would also be rare for our service to say that they would need to continue servicing an account when they've already made the decision to close it, unless there was very good reason to do so.

I can see that Chase relayed in its response to Mr A, the circumstances in which it may decide to close an account and that it says in this instance it was because the terms and conditions were not met by Mr A. Chase does not have an obligation to provide any further reasoning on its decision and as I'm satisfied Chase have closed the account in line with its terms and conditions - which were agreed by Mr A on the opening of the account - I won't be asking it to do anymore here.

### **Putting things right**

To put things right Chase should make a payment of £100 compensation for the inconvenience caused by its service failures.

As Chase, has already decided not to pursue the provisional refund of £205.09 made to Mr A's account – which was in relation to one of the disputed payments - I am satisfied that Mr A has already benefited from more than is considered fair as compensation in the circumstances of this complaint.

### **My final decision**

My final decision is that I partly uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 February 2026.

Sukhdeep Judge  
**Ombudsman**