

## The complaint

Mr S complains that J.P. Morgan Europe Limited trading as Chase failed to support him with his gambling addiction.

## What happened

On 29 September 2025, Mr S contacted Chase through its chat facility to complain he'd lost several thousands of pounds from gambling. He didn't think Chase had protected him and that, had it checked on the transactions he was making, his losses could have been prevented. Mr S explained he was self-excluded in the UK, meaning it was difficult for him to gamble in the UK, but that he'd continued to gamble using what he described as overseas black-market betting companies.

Chase's agent offered to block all gambling-related payments. Mr S agreed and explained he also wanted to block any other requests to the overseas gambling companies he'd told Chase about.

Mr S says a friend had recently sent him money to pay a nursery bill and that, the day after speaking with Chase, he spent the money through one of the sites he'd asked Chase to block. Mr S got back in touch with Chase to complain further.

In its final response to Mr S, Chase said the blocks it used relied on merchant category codes 'MCCs', but that the one used by the overseas company didn't relate to gambling, hence it didn't work. It said it couldn't block individual merchants, but accepted it had implied a block had been implemented during its chat with Mr S. It offered £50 as compensation for its failure in this regard.

Mr S wasn't satisfied with Chase's response and brought the case to our service. He said Chase had failed in its duty of care and took issue with the time it took to respond to his complaint.

Our Investigator looked into things, but wasn't persuaded Chase needed to do anything further. She didn't think Chase needed to have monitored Mr S' account for gambling, and was satisfied with the measures it took once notified of Mr S' addiction. She found no issue with the time taken for Chase's response or in its updates to Mr S. She accepted Chase's explanation about it being unable to block specific merchants as well as its comments regarding MCCs. She didn't think a better explanation around MCCs at the time would have prevented Mr S from gambling, as he'd still have access to overseas sites.

In response, Mr S said he would have closed his Chase account immediately had he been given the correct information about the limitations of Chase's gambling blocks. He said the only reason his account was still open was because he was awaiting the resolution of his complaint.

Mr S' comments didn't persuade the Investigator to change her view and so the complaint was passed to me to decide.

Upon review of the case, I wrote to Mr S to informally explain that, given he hadn't mentioned the account closure in his earlier correspondence with us, I wasn't persuaded he would have closed his account had better information been provided. And even if Chase had found other ways to support him, such as restricting his online transactions, I didn't have any evidence to show this would have prevented him from gambling. Especially as, from the information I had, it appeared Mr S had access to another account which, at the time, didn't have any blocks preventing his use of the overseas merchants.

Mr S didn't agree. He said his other bank had managed to block specific merchants and pointed out Chase had given him incorrect information. He said he wasn't asking our service to speculate on future 'what-ifs', and felt any finding that he would have found a way to gamble missed the clinical reality of addiction, explaining the purpose of a block was to provide vital friction necessary to stop an impulsive act during a relapse. He didn't think Chase's actions had been in line with the financial services regulator's guidance on how to treat vulnerable customers.

Having received and carefully considered Mr S' responses, I'm now able to commit my findings to 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.

Having done so, I won't be upholding this complaint. I'm aware this will likely come as a disappointment to Mr S, so I've set out the reasons behind my decision below.

I should point out that my role here is to think about the individual circumstances of this complaint. If I think Chase did something wrong which caused Mr S to lose out, I can then think about what – if anything – Chase should do to set matters right. In doing so, I've considered the relevant law and regulation, but have ultimately decided the case on what I think is fairest in all of its circumstances.

I appreciate Mr S' comments around not asking our service to speculate on future 'what-ifs'. However, in order to reach a fair outcome, it's not enough to purely focus on the mistakes made by Chase. I must be satisfied any failures led to detriment. And that, *but for* these failures, Mr S would not have lost out.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But this doesn't mean that I've not considered everything that both parties have given to me. And although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on a specific point, it's not because I haven't considered it but because I don't think I need to comment on it in order to reach the right outcome.

In accordance with the Payment Services Regulations, Chase is expected to process the payments and withdrawals that Mr S authorises it to make. Broadly, Mr S is entitled to spend his money as he chooses, and this includes making gambling transactions. Most banks don't monitor accounts for gambling transactions, so a bank won't ordinarily know its customer has a gambling problem unless the customer tells it, or if the account is manually reviewed for some other reason, such as if its customer's spending pattern triggers the fraud detection algorithms and a manual intervention is made.

I've seen no evidence that Mr S told Chase about his gambling problem prior to raising his

complaint, nor have I seen evidence that Chase manually reviewed – or was prompted to manually review – Mr S' account for fraud or debt concerns. So given what I've said above, I'm not persuaded Chase should have intervened prior to Mr S' contact with it in September 2025.

However, once Mr S contacted it, Chase was in a position to respond to Mr S' needs by offerings support and providing him with the information he needed. Mr S was clear in that he had issues with sites outside of the UK and I think this should have alerted Chase to the probability that its gambling block wouldn't have worked in the way Mr S needed it to.

But my considerations can't stop there. I have to think about the difference this made, and, as I've already explained to Mr S, I don't think it's more likely than not – which is the test I must apply – that a better explanation from Chase would have prevented his losses. I say this because explanations around the limits of a gambling block sometimes provide avenues for problem behaviour to persist. Given Mr S seemingly believed he would be unable to gamble on his chase account, he successfully attempted to gamble the following day. I'm therefore not persuaded a better explanation would have changed this behaviour, or, indeed, his urge to gamble.

As mentioned, Mr S said he'd have closed his account had he known Chase's blocks couldn't have stopped access to the overseas sites. But, given this measure appears to have been realised in hindsight, I'm not persuaded he would have opted for this at the time. Even if he had, a consumer's request to close an account can't always be actioned with immediate effect, and would likely still have allowed him to make transactions for a period of time. Mr S has told our service the account was only left open while awaiting the outcome of his complaint, but the purpose of his contact with Chase that day was to make a complaint. So, by that logic, Mr S would always have opted for his account to remain open.

And while Chase could have perhaps explored other ways to support Mr S - such as restricting his online transactions - I don't have any evidence to show this would have been accepted or, crucially, that this would have prevented him from gambling. I say this as Mr S had access to another account at the time which, from the information available to me, didn't block the sites Mr S was concerned about. Given Mr S' intended purpose for the money he gambled was to pay for nursery fees, I think this demonstrates that the severity of Mr S' compulsion to gamble was, sadly, so great that he would likely have found a way – be it through Chase, another account, or by other means entirely.

Chase has offered Mr S £50 to make up for the quality of information it gave. And I agree that Chase could, and should, have done better during its interactions with him. Coupled with the various regulations Mr S believes Chase has breached, I can certainly understand why he feels it should do more for him in the matters covered by this decision. I'm truly very sorry to hear about how Mr S' addiction has affected him, and I'd like to assure him that I've given very careful consideration to everything he has shared with me. But I have to be fair to both parties. And, had Chase done everything as it should, I'm not persuaded, for the reasons given, the end result would have been materially different.

Overall, I think the £50 offered by Chase is fair in the circumstances. I've identified no other failing in its dealings with Mr S, outlined in this decision, which persuades me further compensation is warranted. That includes the concerns raised by Mr S around its general service, updates and responses. And so, while I realise this will come as a disappointment to Mr S, I don't require Chase to do anything else in relation to this complaint.

### **My final decision**

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 March 2026.

James Akehurst  
**Ombudsman**