

## **The complaint**

Mrs H complains that J.P. Morgan Europe Limited trading as Chase did not reimburse the funds she lost to a scam.

## **What happened**

Mrs H received a call from someone purporting to be from another bank provider she held accounts with who said payments had been attempted from her account which needed to be stopped. They asked if Mrs H had other accounts and she mentioned her Chase accounts which had most of her savings in. The caller said they had also spoken with Chase and that the accounts she held with them were also at risk, but they would help her. They advised her to approve any requests in the app, which she did.

Shortly afterwards, Mrs H realised that £6,000 had left her Chase account in four separate card payments of £1,500 and that she had not been speaking to a genuine bank. She raised a scam claim with Chase who recognised that they could have flagged the payments sooner as they were unusual when compared to her genuine account activity, but they also felt Mrs H could reasonably have taken steps to protect herself from the scam. As a result, they paid Mrs H 50% of the payments, totalling £3,000.

Mrs H felt she should receive a full reimbursement of the £6,000 and referred the complaint to our service. Our Investigator looked into the complaint and felt the offer already paid by Chase was more than they would have recommended. This is because they only felt Chase should have intervened on the last payment of £1,500 as the payments before that weren't unusual enough to warrant an intervention. And they also felt Mrs H should share liability for the loss, so they only would have recommended a total refund of £750.

Mrs H responded to the view and explained that she was particularly vulnerable at the time she made the payments and that Chase should have considered this. She also highlighted that her other bank provider had given her a full refund of the payments she lost from them, so she felt Chase should do the same.

As an informal agreement could not be reached, 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, 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.

Broadly speaking, the starting position in law is that an account provider is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the terms and conditions of the account. And a customer will then be responsible for the transactions that they have authorised.

It's not in dispute here that Mrs H authorised the payments in question as she believed they were necessary to protect her account. So, while I recognise that she didn't intend the money to go to scammers, the starting position in law is that Chase was obliged to follow Mrs H's instruction and process the payments. Because of this, she is not automatically entitled to a refund.

The regulatory landscape, along with good industry practice, also sets out a requirement for account providers to protect their customers from fraud and financial harm. And this includes monitoring accounts to look out for activity that might suggest a customer was at risk of financial harm, intervening in unusual or out of character transactions and trying to prevent customers falling victims to scams. So, I've also thought about whether Chase did enough to try to keep Mrs H's account safe.

Chase has accepted that they could have intervened sooner on the payments, and have therefore offered to refund 50% of all of Mrs H's payments. I've reviewed Mrs H's statements, and having done so, I think Chase should reasonably have had concerns she may be the victim of financial harm at the final payment of £1,500. I say this because the earlier payments individually were not particularly high value, and they were going to two different payees. So, I do not think the value or pattern of the payments up to that point were particularly suspicious. However, the final payment brought the account balance to zero, and when that is considered alongside the frequency of payments and the fact the overall spend had increased to £6,000, I think Chase should have had concerns and intervened in the final payment of £1,500.

With all of this in mind, the maximum reimbursement I would consider reasonable would be £1,500. And that is if I agreed that an intervention could reasonably have uncovered the scam and that Mrs H took reasonable steps to try and protect herself against the scam. With this in mind, I think Chase's previous offer of £3,000, which has already been paid to Mrs H, is more than I would have recommended in the circumstances.

I appreciate Mrs H's comments that she was vulnerable at the time of the scam and I have considered this. But I would only expect Chase to take reasonable steps to protect Mrs H in light of this vulnerability if they were aware of it prior to the payments being made. And nothing I have seen suggests this is the case. So, I don't think Chase treated Mrs H unfairly when it did not take her vulnerabilities into consideration.

I also want to acknowledge that Mrs H's other account provider reimbursed the payments she sent to the scam in full. However, I have to assess each complaint on its individual merits. This means I am only able to consider Chase's actions in this decision and whether it acted fairly when it responded to Mrs H's scam claim.

As set out above, I think Chase's reimbursement of £3,000 is more than I would reasonably have recommended in the circumstances. I therefore do not direct it to take any further steps to remedy this complaint.

### **My final decision**

I do not uphold Mrs H's complaint against J.P. Morgan Europe Limited trading as Chase.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 10 April 2026.

Rebecca Norris  
**Ombudsman**