

The complaint

Mr K complains that J.P. Morgan Europe Limited trading as Chase has declined to refund disputed transactions that were made from his account.

What happened

On 1 September 2025, several disputed transactions totalling £854.25 debited Mr K's Chase account (as well as another account with another banking provider) when he was in a club overseas. Mr K has explained that he was aware payments were being made using his Apple Pay, but he was not aware of the specifics of the transactions, including the values. Mr K says he was under coercion and deception whilst in the club, and he had consumed alcohol, leaving him unable to provide valid consent or even remember the transactions. When Mr K discovered the amounts he'd been charged, he reported what had happened to the police in the country he was in and contacted Chase to report fraud. But Chase didn't believe it was liable for his loss. Mr K raised a complaint, and in response, Chase said:

- It would not be upholding Mr K's claim of fraud, or be providing a refund.
- It declined Mr K's claim as the transactions were confirmed as 'not fraud' through his app using his biometrics. This indicates Mr K had possession of the phone when the payments were attempted and approved.
- The correct procedures were followed and there was no bank error or service failures.

Mr K referred his complaint to this service where it was considered by one of our investigators. Given the evidence available, including a report to show that Mr K had accessed his Chase app from his phone to confirm the disputed activity as genuine via his biometrics, he didn't uphold the complaint. He also explained that in view of the relevant regulations, the concept of giving consent is a formal one. And being tricked or coerced doesn't invalidate consent.

Mr K disagreed with our investigator. As well as other things, he disagreed with the conclusion that he consented to or authorised the disputed transactions. He says his case involves a loss of control over his payment instrument and the authorisation process. He said staff at the venue physically took his phone on multiple occasions, held it to his face to trigger Face ID, and completed Apple Pay transactions themselves. He said he did not initiate these payments, select amounts, or meaningfully participate in the authorisation process.

Mr K also said that whilst he accessed his Chase app, he was intoxicated, disoriented, and being actively misled about the values of the transactions. He said staff repeatedly reassured him that charges were small amounts for individual drinks. He says he didn't appreciate that some amounts were significantly larger than he was led to believe, and his impaired state meant he was not analysing the figures critically.

As no agreement could be reached, the complaint has been 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, I've reached the same conclusions as our investigator, for broadly the same reasons. The relevant regulations here are the Payment Services Regulations 2017 (PSRs). In general terms, Chase is liable if Mr K didn't authorise the payments, and Mr K is liable if he did authorise them. So, the issue for me to determine is whether Mr K carried out the disputed transactions himself or authorised someone else to make them on his behalf.

Having reviewed all available evidence, it appears Mr K was aware payments were to be made using his Chase account via Apple Pay. Mr K told our investigator *'Staff at the venue repeatedly directed or physically took my phone, pointed it at my face to activate Face ID, and then tapped it against their terminals to process payments without explaining or showing the amounts. To be clear, I was under the influence of alcohol and therefore disorientated and misled into thinking the charges were small or related to the bar tab for the small bottles of beer I was being given.'*

I've considered Mr K's arguments about consent, and his belief that he didn't authorise the transactions in view of the circumstances surrounding how they were made. But it's important to note that consent can mean different things in different contexts, and the tests vary depending on the applicable law. For example, the requirements around consent in a healthcare setting are different to a data protection setting. Mr K appears to have accepted that he consented to payments (believing they were small or related to the bar tab). Under the PSRs giving consent to a payment is a formal concept. Consent is given when an agreed procedure is completed by the payer or someone acting on their behalf (in this case taking the necessary steps to make a payment using Mr K's Apple Pay token). So, whilst I appreciate Mr K says he didn't know what he was consenting to, authorisation for the purposes of the PSRs doesn't require Mr K to have been aware at the time or remember now what he was authorising. Even if Mr K was under the influence of something, and/or was being tricked into authorising payments for higher values than he was expecting, he would remain responsible for them if the procedure to make payments was completed by Mr K or someone acting on his behalf – which I'm persuaded is what happened here.

I know Mr K has questioned why Chase allowed transactions totalling over £850 to be made overseas within a short space of time. As our investigator has already pointed out, Chase did question the activity, and its fraud detection systems suspended his card and sent him a notification within its app, which Mr K responded positively to – confirming the attempted transactions (including one for £576.62) was genuine. Whilst I appreciate Mr K says he was intoxicated, disoriented, and being actively misled about the values of the transactions, I can't fairly say that Chase did anything wrong when it removed the suspension from Mr K's card, after the representation he'd made via biometrics within his Chase app.

I was sorry to hear of this difficulties Mr K has faced since the disputed transactions were made from his account(s). This can't have been an easy time for him at all, and I hope he's getting the support that he needs. I know this will come as disappointing news to him, but as I consider Mr K authorised the disputed transactions (even though I accept they may have been higher amounts than he was expecting to pay), I find Mr K still consented to *payments*, and in view of the relevant regulations and the overall circumstances involved here, I find it fair for Chase to hold him liable for the disputed transactions. So I don't require it to do anything further here.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 April 2026.

Lorna Wall
Ombudsman