

## **The complaint**

Miss A complains that J.P. Morgan Europe Limited trading as Chase, failed to identify a gambling problem on her account, and failed to identify her or protect her as a vulnerable customer. Miss A further complains that Chase failed to put the relevant support in place when she disclosed the gambling harm with them.

## **What happened**

Miss A opened her account with Chase on 8 January 2025.

Shortly after receiving a student finance payment into her account, Miss A made several gambling payments that, by early February, had reduced the account balance to a few pence.

Miss A received further student finance credits on 10 February 2025 and there were three gambling transactions made on 10 February 2025 totalling £603.16. In addition to this, multiple gambling transactions were made on 11 and 12 February 2025, taking her balance to below £10.00.

On 10 February 2025, Miss A received a text to explain a payment she had made had been restricted pending her authorisation. Miss A confirmed with Chase that the payment was genuine as she had initiated the payment. She also confirmed this was a casino website and that she'd made payments to the same company previously.

On 4 March 2025, Miss A engaged with Chase using their in-app chat function and asked whether the gambling transactions on her statement could be deleted. Miss A said she didn't want her statements to show she spent a large amount of money on gambling. Chase said that they do not have the facility to do this.

Miss A received a further student finance payment in April 2025. She says she had self-excluded through both UK GamStop and an equivalent agency in another country and placed her money into savings instead of gambling.

Miss A contacted Chase on 25 May 2025 to discuss a number of disputes about her gambling transactions. Miss A told Chase that she'd registered as 'self-excluded' through Gamstop and that she didn't use any location masking tools or VPN.

Miss A complained to Chase about the handling of her account in January and February 2025, saying that Chase had failed to act on clear indicators of gambling-related harm. She believed Chase missed extreme and obvious red flags on a brand-new account: high-value student finance credits, followed immediately by concentrated overseas gambling spend. And that Chase took no action to restrict or review her account, despite the clear signs of harm.

Miss A has also complained that Chase failed to protect her in August 2025 despite having clear knowledge of her gambling vulnerability at this time.

Chase issued a final response to the complaints on 25 September 2025. They acknowledge that Miss A mentioned being registered with GamAware on 24 May when she asked them to raise disputes but accepted that they failed to probe further to raise a potential care flag or to put a gambling block on her account at that time. And, that they failed to raise an appropriate complaint in this instance.

Chase apologised for the service failures and refunded Miss A £523.63 for the gambling loss due to their service failures. They also paid Miss A £100 for the distress and inconvenience their other service failures caused her. In addition, Chase provided details of the support offered by BeGambleAware who offer free, confidential help and support to anyone concerned about their or someone else's gambling.

Miss A brought her complaint to the Financial Ombudsman Service and one of our Investigators looked into things. Our Investigator thought that the amount Chase paid Miss A for the gambling loss from 24 May 2025 onwards (£523.63), was a fair and reasonable payment. But our Investigator thought Chase could have done more in March 2025 to probe Miss A about the level of her gambling. And that if they did, this would have likely led to additional support being provided at this point, including the gambling block being applied earlier. And, that although Chase offered monthly checks on Miss A's account, there is little evidence these were provided.

Our Investigator thought that Chase should pay Miss A an additional £100 to reflect the additional distress and inconvenience this caused Miss A.

Miss A asked that an Ombudsman decides the complaint and it was passed to me to consider.

### **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.

However, before I explain my decision, I want to make it clear that my role as an Ombudsman is not to address every single point that has been made to date. Instead, it is to decide what is fair and reasonable in the circumstances of this complaint. So, if I have not commented on, or referred to, something that either party has said, that does not mean I have not considered it. Instead, I have focused on what I consider to be the matters at the crux of Miss A's complaint.

Miss A says that by March and May 2025, Chase had explicit knowledge of her gambling vulnerability and their lack of any intervention breached the FCA Consumer Duty to protect vulnerable customers from foreseeable and avoidable harm.

I acknowledge what Miss A says about the Consumer Duty and I understand why she relates this to her complaint about the service she has received from Chase.

The Consumer Duty is something I've taken into account when reaching my findings and deciding what I find to be fair and reasonable in the circumstances of this complaint.

### **Gambling transactions up until 10 February 2025**

Miss A spoke with Chase on 10 February 2025 about a payment to an international gambling website that had been restricted. She confirmed the payment was genuine and that she'd made payments to the same company previously.

In this call, Miss A didn't disclose any gambling or financial vulnerability concerns to Chase. And it seems to me that the call and the outcome was focussed on making sure Miss A had attempted the payment, and once Chase was satisfied this was the case, the restriction on payments to this company was removed. So, I don't think it would be fair and reasonable for me to conclude that Chase – without the benefit of hindsight – would reasonably have known that Miss A had a problem with gambling at this time.

### **Deleting gambling entries on the account**

On 4 March 2025, Miss A engaged with Chase using their in-app chat function. During the session Miss A asked for her gambling transactions to be removed from her statement. She said:

*“The reason I am asking to have all my transactions (including income received money spent everything basically) and start with a clear online statement is due to the fact that I have spent a large amount of money on gambling and I don't want it to show on my bank”.*

Miss A believes that at this time, Chase had 'explicit knowledge' of her gambling vulnerability, but allowed thousands of pounds of Student Finance to be lost in days without any intervention and they did not protect her from foreseeable and avoidable harm.

Although Chase dealt with Miss A's query about deleting the transactions by explaining this wasn't something they could do, I'm persuaded that it would have been reasonable for the agent to ask more questions about the activities Miss A was describing. It may not have been clear Miss A's activities highlighted a gambling problem, but the very nature of her enquiry provided Chase with the opportunity to ask more probing questions than they did.

I'm persuaded this was a missed opportunity for Chase to have made further enquiries of Miss A.

Miss A says that she would have stopped gambling had the gambling block been placed on her Chase account at this time, and that her other bank did later place restrictions on her account that also prevented her from gambling.

In considering the likely impact this may have had on Miss A, I think it's fair and reasonable for me to take into account that Miss A has also used a bank account with she has with another bank when Chase's systems began blocking disguised gambling transactions in May, forcing her to move funds out of Chase.

Indeed, in her complaint to Chase in May 2025, Miss A said:

*“I have a long history of gambling responsibly with UK-licensed operators. In February 2025, I spent over £6,000 via Chase on gambling transactions without issue and never disputed a payment. This is the first time in over five years I've raised a dispute, and it is not out of loss regret, but due to serious merchant misconduct and platform deception.”*

And, taking this into account, I think it's more likely than not, that even if Chase had applied a gambling block on Miss A's account in March 2025, she would have transferred the money from Chase to her other bank account. To support this, I have seen that Miss A did transfer money from Chase to her other account in May 2025, and a statement Miss A has provided from her other bank account shows she made payments to another gambling company.

So, although I'm persuaded Chase missed an opportunity to discuss putting support in place for Miss A in March 2025, I think this is unlikely to have stopped Miss A from making payments to her other bank account and to make the transactions. And, on balance, I think

it's reasonable for me to conclude that Miss A would have continued to gamble elsewhere, particularly as she has told our Investigator that she had done so, and provided evidence to show gambling elsewhere when she was unable to complete her gambling payments with Chase.

In their final response letter of 25 September 2025, Chase accept that when Miss A raised the disputes on 24 May 2025, their agent failed to probe further, to raise a potential care flag, or to put a gambling block on her account. To resolve this, Chase paid Miss A £100.00 for the distress and inconvenience caused to her and agreed to provide feedback to the specialists involved to improve the level of customer service going forward.

Chase have confirmed that they failed to apply the gambling block to Miss A's account until 24 September 2025. But, on balance, I don't think the £100 payment Chase have already paid Miss A reflects that she has been left feeling that they should have done more to support her at this time. So, I think Chase should pay Miss A an additional £100 to reflect the distress this has caused her.

### **Gambling disputes**

Miss A contacted Chase on 25 May 2025 to discuss a number of disputes about gambling transactions. In respect of these specific transactions, Miss A asked Chase to start the chargeback process as the payments had been collected even though they should have been blocked because she had self-excluded.

Although Miss A believes that at this time, Chase already had 'explicit knowledge' of her gambling vulnerability, on my reading of the evidence, this is the first-time Miss A made Chase aware she had self-excluded with Gamstop.

Gambling blocks do not guarantee that a bank will ensure that no payment can be made which might end up being used for gambling. Instead, there is a block on payments from the account which use the specific merchant category code (MCC) associated with gambling. It does not block payments which are made under different codes as these won't appear to be payments for gambling. So, in practice, I couldn't say Chase has done anything wrong unless they had still processed payments which were coded as gambling payments. Miss A has said that the majority of the payments made used utilised a different code, and a gambling block likely wouldn't have been able to stop these in any event.

Chase paid Miss A £523.63 for the gambling loss from 24 May 2025 onwards - the gambling transactions with a gambling MCC only, as these transactions would have been blocked had the gambling block been applied earlier.

But, for these reasons I've provided, I don't think it would be fair and reasonable for me to tell Chase to refund any additional gambling losses, including the £271.21 for the transactions using the correct gambling MCCs.

### **Ongoing support**

Chase offered Miss A ongoing monthly reviews of her account.

It's disappointing that Chase hasn't completed monthly reviews, but I have seen that a review was completed on 26 November 2025. As this review didn't highlight any gambling transactions on Miss A's account, it doesn't seem unreasonable that the next review was scheduled for February 2026.

I can't see that the February review has been completed, but as there appears to be no

further concerns about gambling activities on Miss A's account with Chase, and the reviews are not mandatory, I don't think that is unreasonable that the Chase care team has not contacted Miss A for further review. Although, it may be helpful for both parties if Chase chose to clarify their position in this regard with Miss A, I don't think a lack of regular reviews has been detrimental to Miss A in this case.

### **My final decision**

For the above reasons, I've decided that J.P. Morgan Europe Limited trading as Chase should pay Miss A a further £100 to resolve the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 8 May 2026.

Paul Lawton  
**Ombudsman**