

The complaint

Mr M complains J.P. Morgan Europe Limited trading as Chase unfairly stopped him accessing his account and took too long to carry out a review on the account. He also complains it failed to respond to his complaint in a timely manner, it didn't fully comply with a data subject access request, and it provided him with a very poor service overall. He wants compensation for how he was treated.

What happened

The background which follows repeats much of what I said in my provisional decision. I repeat it here for the purposes of issuing my final decision.

Mr M held an account with Chase. In early June 2022, he recalled being contacted by Chase about transactions on his account, who told him it was part of its regulatory checks. He said he bet online with friends. As part of this, he would provide sporadic betting tips and would occasionally receive payments representing a cut of winnings if bets were successful. He also said he would sometimes lend money and that he lent money in the knowledge that he knew he would get his funds back due to his betting tips.

Shortly afterwards, Chase removed Mr M's access to his account, which prompted him to raise a complaint.

Chase told Mr M it was carrying out a review on his account in line with its legal and regulatory responsibilities. Mr M asked for its investigation timeframes, including its policy which pertained to this, which it refused to provide. He then asked for his personal information via a data subject access request, and further complained that his complaint wasn't acknowledged within Chase's published timeframes. He says it failed to provide him with information it should have, failed to keep to commitments regarding contact, and failed to address a lot of the points he was unhappy about in the final response letter he received.

Chase closed Mr M's account and in November 2022 transferred the funds it held to an account Mr M holds with another bank. Mr M says it then failed to then send him an account statement.

Our investigator upheld Mr M's complaint in part, but I reached a substantially different outcome in my provisional decision. I found:

“Chase has important legal and regulatory responsibilities to meet when providing accounts to customers. Those obligations are ongoing and don't only apply when an account is opened. They can broadly be summarized as a responsibility to know its customer, monitor accounts, verify the source and purpose of funds, as well as detect and prevent other harm.

Chase will review accounts to comply with its responsibilities. And, it's common practice for

banks and other financial service providers to restrict access to accounts to conduct a review - doing so helps prevent potential financial loss or other harm that could otherwise result. I find Chase acted fairly by blocking Mr M's account and had no obligation to tell him the basis of its concern or forewarn him of its intention.

Chase hasn't provided sufficient evidence to show it couldn't have completed its review earlier. But it doesn't follow that I must award Mr M compensation in these circumstances. Instead, I have to consider all the circumstances and information surrounding Mr M's complaint to decide whether I think awarding compensation would be a fair and reasonable outcome.

After considering what Mr M has said and the content of Chase's review, I don't find awarding Mr M compensation would be fair or appropriate. I understand Mr M would naturally want to know the information I've weighed in order to reach this finding. But I'm treating this information in confidence, which is a power afforded to me under the Dispute Resolution Rules (DISP), which form part of the Financial Conduct Authority's regulatory handbook.

DISP 3.5.9R states:

"The ombudsman may:

(1) exclude evidence that would otherwise be admissible in a court or include evidence that would not be admissible in a court;

(2) accept information in confidence (so that only an edited version, summary or description is disclosed to the other party) where he considers it appropriate;

..."

Accordingly, I've accepted information in confidence which I'm not disclosing to Mr M. And the description of that information is that it's of a nature which justifies Chase's review, and which has led me to provisionally decide that awarding Mr M compensation would not be a fair or appropriate outcome for any of the matters he has brought as part of this complaint.

So, I'm not requiring Chase to compensate Mr M for financial or other losses he may have experienced as a result of a potential delay in Chase carrying out its review, and the further dissatisfaction he experienced which ultimately flowed from not having access to the funds in his account, including his unhappiness with Chase's communication and the information it didn't provide him."

Mr M responded within the deadline I set to say while he disagreed with my provisional outcome, he reluctantly accepted it.

He provided comment on aspects of the handling of his complaint by our service which he was unhappy with. These included the effect of previous deadlines our investigator gave to Chase, which weren't met, and finding it unfair I reached a different outcome to our investigator when he had already given his account details for the potential payment of redress should Chase have accepted our investigator's recommendations. These concerns

however fall outside my merits considerations when making a final decision on his complaint about Chase.

Mr M also said he didn't feel Chase should be able to disregard its own terms and conditions, it hadn't provided a closing statement which he suspects might show a shortfall, and it hadn't carried out its work in a timely manner.

Chase responded to my provisional decision and accepted my findings with no further comment.

While both parties accepted my provisional decision, I find it appropriate to proceed with making a final decision, formally bringing our service's involvement on Mr M's complaint about Chase to a close.

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.

I've decided not to require Chase to pay Mr M compensation or take further action. I have listened to the further points he made but my findings remain the same as those I gave in my provisional decision. Those findings are copied above and now form my findings for this final decision.

Mr M feels Chase hasn't acted in line with its terms and conditions and failed to carry out its review in a timely manner. As I said previously, Chase hasn't provided sufficient information to show it couldn't have completed its review earlier. But I haven't however found Chase acted outside its terms and conditions in carrying out its review and preventing him accessing his account. I'm also satisfied it was complying with its legal and regulatory obligations.

Mr M says the outcome I have reached is only 'fair' for Chase, which I don't doubt is his feeling on the matter. But I have considered information which I am treating in confidence under DISP 3.5.9R, the description of which is that it is of a nature which justifies Chase's review and which I find would make awarding him compensation an unfair and inappropriate outcome for any of the matters he has brought as part of his complaint.

My final decision

My final decision is I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 March 2024.

Liam King
Ombudsman