

## **Complaint**

Mr B is unhappy that J.P. Morgan Europe Limited trading as Chase (“Chase”) didn’t refund him after he told it he’d fallen victim to a scam.

## **Background**

In March 2024, Mr B sent payments of £70 and £30 using his Chase account to two people he’d contacted on a social media site. In exchange, they agreed to provide him with digital content of a sexual nature. Mr B says that the content that was supplied didn’t match what he’d agreed with them.

He says they deliberately scammed him, and he thinks Chase should now refund the money he lost. Chase looked into things, but it didn’t agree to refund him. It said that Mr B’s dispute with the two individuals was civil in nature. Mr B wasn’t happy with that and so he referred his complaint to this service. The Investigator reached the same overall conclusion as the bank on this point and so he didn’t think it needed to refund his losses.

Mr B disagreed with the Investigator’s view and so the complaint has been passed to me to consider and come to a final decision.

## **Findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

In broad terms, the starting position at law is that a firm is expected to process payments and withdrawals that a customer authorises, in accordance with the Payment Services Regulations and the terms and conditions of the customer’s account. Mr B accepts that he authorised these payments and so he is presumed liable at first instance.

However, that isn’t the end of the story. Good industry practice required that Chase be on the lookout for payments that were out of character or unusual to the extent that they might have indicated a fraud risk. On spotting such a payment, I’d expect it to intervene in a manner proportionate to the risk identified.

None of those expectations is applicable where there is no evidence of fraud, so the first question I need to consider is whether Mr B is the victim of fraud. The answer to that question turns on the intentions of the individuals he paid – in other words, did they intend to scam him from the outset? I can’t know for certain what their intentions were, so I have to look at what the available evidence shows and infer what their intentions most likely were in the light of that evidence.

Unfortunately, the available evidence here is really very limited. Mr B has provided no meaningful evidence to indicate fraud. I do recognise that he paid for content and that what was provided to him didn’t meet his expectations in a significant way. He hasn’t provided any information about how it failed to meet his expectations. Depending on the details, he might

have a civil claim for damages for breach of contract against those individuals. But it doesn't entitle him to have his losses refunded by the bank.

I don't say any of this to downplay or diminish the fact that Mr B has lost out here. However, my role is limited to looking at the actions and inactions of the bank and I'm satisfied it didn't do anything wrong in deciding to not refund him.

### **Final decision**

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 June 2024.

James Kimmitt  
**Ombudsman**