

The complaint

Mr C complains that J.P. Morgan Europe Limited trading as Chase provided poor service with their technical issues preventing him from using his account for day to day banking.

What happened

Mr C says that since 13 April 2023 the Chase application (app) had been non-functional for him which had caused him a great deal of inconvenience and frustration, as he had been unable to log into the app and carry out his day to day transactions on the app. Mr C says he was disappointed by the lack of response from their customer service team regarding this issue, despite him making several attempts to contact them. Mr C says he's been forced to use alternative banks to re-route and set up new payments, and he has had to change his linked account to various savings accounts to avoid incurring additional charges. Mr C made a complaint to Chase.

Chase upheld Mr C's complaint and paid £50 to his account. They said during the impact of the incident, they tried to continually troubleshoot to get him back into the app. Mr C brought his complaint to our service.

Our investigator did not uphold Mr C's complaint. He said Chase took appropriate steps to try and resolve the issue – and he had to balance that against the fact that sometimes a fix can take some time and will unfortunately cause some inconvenience. He said it appears Mr C had access to another account during this time and Mr C had a duty to mitigate his losses.

Mr C asked for an ombudsman to review his complaint. He made a number of points. In summary, he said it is relevant to him to ensure that Chase handled his complaint fairly and thoroughly, and this needed further scrutiny, the compensation offered did not adequately address the distress and inconvenience of Chase's actions, he experienced financial difficulty due to Chase's actions, he faced difficulties in re-routing payments and the time consuming nature of the resolution process were direct consequences of Chase's actions. Mr C said that while he helped mitigate what happened, this should not diminish the impact Chase's actions had on his financial stability and overall well-being during the process.

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.

Mr C has made a number of points to this service, and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I must explain to Mr C that complaint handling by a business isn't a regulated activity and as such, the issues he's raised that relate directly to how Chase have investigated his complaint, such as the level of investigation they conducted does not come under my powers to consider. But I do note that Chase issued the final response to Mr C's complaint within the timescales we would expect them to issue a response to his complaint.

Using financial services won't always be totally hassle free, and there may be times where a business encounters technical issues. Unfortunately, Mr C was affected by one of these issues with Chase. These issues started on 13 April 2023. Chase say these issues were resolved on 17 April 2023. Mr C notified Chase on 20 April 2023 that he now had access to his app, so the technical issues lasted a minimum of four days and up to seven days.

I've considered what Mr C has said about him experiencing financial difficulty due to Chase's actions. I asked our investigator to reach out to Mr C to see if he could provide me with any evidence of the additional charges he incurred, evidence of what payments he set up elsewhere as a result of the app issues, and other information.

Mr C said that while he incurred additional charges, he was unable to provide documentary evidence of these costs due to the passage of time. He said the specific details of the payments he set up elsewhere as a result of the app issues, were with accounts that have changed or subsequently closed, and they are difficult for him to recall or retrieve due to the extensive duration that has elapsed since then. He also said that he was unable to provide further evidence of his communications or actions during that period due to the lapse of time and the unavailability of specific records. He did ask me to request two calls he had with Chase, as he recalled they never offered help or gave him the impression that they could help.

Chase have been able to locate two call recordings from 18 April 2023 which they have sent me. The first call handler was sympathetic to Mr C, and he answered all of the questions he could answer. He offered Mr C £30 compensation for his complaint which Mr C rejected, and the call handler asked if he was okay to hold while he spoke to his manager, but the call disconnected shortly after Mr C was placed on hold. The call handler did ring Mr C back and Mr C explained he had a bad signal, so the call could've been disconnected by him. He offers Mr C £30 compensation, but the call is disconnected while the call handler is talking. While I don't have access to the call with another call handler Mr C referred to, I'm satisfied that the first call handler that he spoke to did try and help Mr C and he offered potential solutions.

I've considered what would be a fair outcome for this complaint. Mr C's issues were with accessing the app. But I've seen no evidence that the app would actually stop his regular payments from being processed. I also would find it unlikely that Mr C had contacted direct debit providers to move direct debits to his other bank account as usually 5-10 working days' notice would need to be provided for this, so if Mr C had direct debits due to leave his Chase account during the timeframe there were issues accessing the app, then these would have been unlikely to have been paid elsewhere on their due date. But if Mr C had done this, then the direct debit providers would have been aware of what was happening and when the new direct debit would be collected.

Mr C did not mention any difficulties in making payments on his call on 18 April 2023 which I listened to. But it may be that Mr C had faster payments/bill payments set up on his Chase account, which he couldn't access to make payments, which he did set up elsewhere. Unfortunately Mr C has been unable to evidence any losses, or what payments he set up elsewhere and when he set them up.

But that's not to say that Mr C wasn't impacted by what happened. He clearly was. Mr C was inconvenienced by not being able to access his app for seven days. While he is unable to evidence what he needed to do with another bank, I don't doubt that he needed to take some form of action elsewhere, whether this was to set up a faster payment to pay a credit card bill or to generally just have to use another account to make one off payments or transfer money, I'm persuaded this would have had an impact on Mr C, not to mention the inconvenience of the chats he had over the seven days and the phone calls.

Chase have paid Mr C £50 for what happened here. And without any further evidence from Mr C regarding any additional charges he's faced, I'm persuaded £50 is proportionate for what happened here as I can't prove any additional impact the technical issues had on Mr C. I know Mr C was looking for around £25 a day with what happened here, but our awards are not designed to punish a business. Mr C was potentially inconvenienced by taking action to mitigate what happened with Chase, but £50 is in line with our awards for what happened here, so it follows I don't require Chase to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 February 2024.

Gregory Sloanes
Ombudsman