

The complaint

Mr G complains J.P. Morgan Europe Limited ("Chase") has held him liable for an ATM withdrawal even though he didn't receive all the money he'd requested.

What happened

Mr G has a card issued by Chase that he likes to use when he's abroad on holiday.

Mr G says he withdrew money from an ATM on his first night abroad. He says he asked for 170,000 HUF – and was charged for 170,000 HUF – but only received 17,000 HUF. Mr G says he took a photo of the money he'd received – in 1,000 HUF notes – and details of the ATM and that he contacted the merchant straightaway. He says he was told to report the issue to his card issuer, so he that's what he did. He complained to Chase.

Chase says it contacted the merchant about the withdrawal Mr G had complained about. Initially the merchant said it couldn't identify the withdrawal. Both parties appear to accept that this was because of a misunderstanding over the card involved. The merchant subsequently sent evidence showing that its machine had dispensed 17 10,000 HUF notes and that Mr G had taken this money. In the circumstances, Chase said that it was going to hold Mr G liable for 170,000 HUF. Mr G complained to Chase and then to us.

One of our investigators looked into Mr G's complaint and recommended that Chase refund the difference in the amount Mr G said he'd received – 17,000 HUF – and the amount he'd been made liable for – 170,000 HUF. Chase disagreed with our investigator's recommendations and asked for Mr G's complaint to be referred to an ombudsman. Chase said that the merchant had sent evidence that its machine had dispensed 17 10,000 HUF notes and that Mr G had taken this money which is enough under Mastercard's ATM disputes guidance to hold the customer liable. Mr G's complaint has, as a result been referred to me for a final decision.

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 recently issued a provisional decision in relation to this complaint. In that provisional decision, I said the following:

“Mr G has sent us evidence that suggests that he may well have received 17 1,000 HUF notes rather than 17 10,000 HUF notes. For example, he's sent what appears to be a photo of him holding a bunch of 1,000 HUF notes – taken at the time of the disputed withdrawal. And photos of the ATM and its details – again taken at the time of the disputed withdrawal. I can see that he complained to the merchant straightaway too. I've also spoken to Mr G on the phone, and when I did so he was not only able to answer all of my questions but was also able to send evidence I asked him for to back up what he'd said straightaway. He told me that he tried to withdraw more cash shortly after the withdrawal he's complaining about – because he says he didn't get as much money as he was expecting – and that he used a different ATM as he no longer trusted the one that he'd just used. His statements do indeed show he used a different ATM even though he doesn't appear to have left the area he was in that night – his statements show he buys more drinks at the bar he'd bought drinks from before the ATM withdrawal. Chase has sent us evidence from the merchant in response to the chargeback claim it raised on behalf of Mr G. That evidence suggests that the ATM dispensed 17 10,000 HUF notes and that Mr G took them. In other words, the two parties have sent us conflicting evidence. For that reason, it's important to understand what Chase's obligations and role is in this particular case. Not least because, taking into account Chase's obligations and role in this particular case, I don't agree with our investigator that this is a complaint that should be upheld. I'll explain why.

Mr G has complained that he's not received all of the money he requested when he made an ATM withdrawal. In such a case, as long as a customer has provided some evidence to back up what they're saying, we'd expect their card issuer to raise a chargeback with the merchant and to then follow the chargeback process. That's what Chase did in this case. And, having done so, the merchant replied with evidence showing that its machine had dispensed 17 10,000 HUF notes and that Mr G took them. I don't think it was unreasonable of Chase to accept, based on that evidence, that the chargeback claim that it had made on Mr G's behalf wasn't a successful claim. The fact that a bank raises a chargeback claim doesn't mean a customer is guaranteed a refund. In short, Chase handled the chargeback claim the way I'd expect to and, in the circumstances, I don't agree it's acted unfairly or unreasonably. It follows that I don't agree Chase has to refund Mr G.”

I invited both parties to comment on my provisional decision. Both did and both said that they had, in effect, nothing to add. In this case, I asked Chase if it's willing to consider a refund in this particular case, as a gesture of goodwill. In my provisional decision I noted that was a decision for Chase, and Chase alone. Chase has confirmed it plans to stick to its original decision.

Having reconsidered everything, I remain of the view that Chase hasn't acted unfairly or unreasonably for the reasons I've given. So, my final decision is that I'm not upholding this complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 21 September 2023.

Nicolas Atkinson
Ombudsman