

## **The complaint**

Ms H complains about the way American Express Services Europe Limited (AESEL) handled her request for money back in relation to import charges she'd paid for using her credit card.

## **What happened**

In August 2022 Ms H used her credit card to pay a courier company £21.92 for import fees, but she was charged £59.91.

In September 2022 Ms H contacted AESEL online to dispute the transaction and get the £37.59 overpayment refunded. Ms H says she uploaded a copy of the courier invoice on AESEL's online portal and send this again when it asked for further evidence. She complained that AESEL didn't progress a chargeback and closed her dispute, without letting her know what further evidence it required.

In response AESEL said it closed Ms H's chargeback request because it didn't receive any supporting documentation. It re-opened it when she got in touch and asked her to upload the documentation, but still didn't receive anything. So, it closed the request because it didn't have any supporting information to validate the claim. AESEL didn't think it had done anything wrong.

Unhappy with AESEL's response Ms H brought her complaint to our service. Our investigator thought it was more probable that Ms H had uploaded a copy of the invoice showing the correct charge unto AESEL's portal on more than one occasion. In the circumstances, she thought it was fair for AESEL to refund Ms H the £37.59.

AESEL disagreed, it said its records clearly showed Ms H hadn't uploaded any documentation and it provided a system screenshot to confirm this.

In addition to refunding the £37.59, Ms H requested compensation for the inconvenience and frustration of having to try to get this sorted out.

The complaint was passed to me for a final decision. We asked AESEL to provide the relevant call recordings to see what Ms H was told. It didn't respond.

## **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.

A chargeback is a transaction reversal made to dispute a transaction and secure a refund for a transaction. When a chargeback happens, the disputed funds are held from the seller until the card issuer decides what to do, based on information provided by both the seller and the buyer.

I can see Ms H asked AESEL to raise a chargeback on 25 September 2022 and on the same day AESEL sent Ms H an email requesting that she upload a copy of the original receipt of invoice showing the correct transaction. Ms H says she uploaded a copy of the receipt on the same day.

On 10 October 2022 AESEL sent Ms H an email explaining it couldn't progress the chargeback "*without further information*". It said it would re-open the dispute if she provided the documentation within 10 days.

Ms H says she spoke with AESEL who told her to upload the invoice again, which she did, she received an inquiry acknowledgement email from AESEL on 13 October 2022 saying it can take up to eight weeks to resolve the dispute. AESEL sent Ms H a closure letter on 14 October 2022 which explained to date it hadn't received any supporting evidence.

AESEL says its records show that Ms H didn't upload any supporting documentation in respect of her dispute. And I can see from the system screenshot it provided that no incoming documentation is indicated. So, whilst I don't disbelieve that Ms H says about uploading the invoice on several occasions, the evidence shows that no documentation was received by AESEL. It's not clear why this happened, whether there was a problem with the online system or whether there was an error on Ms H's part. In any event, I'm satisfied that AESEL didn't receive a copy of the invoice. And given no information was received, I can't fairly say it was unreasonable for AESEL to close Ms H's dispute.

However, I do think AESEL could've been clearer with Ms H about not receiving any documentation. In its initial email it specifically asked her to provide the receipt or invoice. However, in its email on 10 October 2022 it referred to *further information*, which I think gave Ms H the impression it already had a copy of the invoice, and it was requiring something else. And I think the acknowledgement email on 13 October 2022 would've also given Ms H the impression that it had now received the copy of the invoice that she tried to upload again.

It wasn't until its letter on 14 October 2022 that AESEL was clear about not having received anything from Ms H. If it had been clear that it was still missing the invoice sooner, I think Ms H would've attempted to re-upload the invoice or contacted AESEL to ascertain if there was an alternative way she could provide the invoice, given she'd made several attempts to upload it before.

I think the way AESEL communicated did cause Ms H some confusion, but I do think she should have been aware from its letter sent a few days later, on 14 October 2022 that it hadn't received any documentation. In the circumstances I think it's fair and reasonable to pay Ms H £37.59 compensation to reflect the confusion caused.

### **My final decision**

My final decision is I partly uphold this complaint and instruct American Express Services Europe Limited (AESEL) to pay Ms H £37.59 compensation to reflect the confusion caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 3 July 2023.

Karen Dennis  
**Ombudsman**