

The complaint

Mr C complains that he was unable to get a credit balance refund from an account held with American Express Services Europe Limited.

What happened

In April 2023 Mr C sent an overpayment to his AESEL account. He contacted AESEL and requested a credit balance refund.

AESEL asked Mr C to provide supporting information. Mr C says he provided this but still didn't receive his refund.

Ultimately Mr C contacted his bank and arranged for the funds to be re-called and incurred charges of around £200 in doing so. He wants AESEL to refund these costs, or deposit Avios to this value into his account. AESEL declined to do this so Mr C brought his complaint to this service.

Our investigator didn't uphold the complaint. He said he'd considered AESEL's internal policies and processes for credit balance refunds and was unable to say that AESEL had made an error in requesting what it did from Mr C. The investigator said he couldn't hold AESEL responsible for charges imposed by a third party for re-calling the funds.

Mr C didn't agree. He said he'd supplied all the details and documents requested by AESEL several times and on each occasion the refund didn't materialise.

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 reviewed AESEL's policy for credit balance refunds. This sets out the information that is required from the card member and the rules about where the credit balance can be refunded to.

I've also reviewed the communications which passed between Mr C and AESEL. When Mr C first requested the credit balance refund, AESEL asked him to provide proof of payment. It sent letters to him about this on 19 April 2023, 4 May 2023 and 17 May 2023.

The letters asked Mr C to upload an online scan of a complete credit card statement of the originating card number from which the overpayment was sent. AESEL advised Mr C that the statement should include certain specified information, including the payment made on 18 April 2023 which created the credit balance, and the sort code, bank account number and full credit card number. The letter also said that the branding, name and logo of the card issuer must be clearly visible.

I've reviewed the chat messages which followed between Mr C and AESEL. It appears that Mr C had uploaded some documents in response to the letter, but AESEL identified that the documents didn't fully comply with the requirements of the proof of payment request as set

out in the letter.

Although Mr C has said that he provided all the documents that AESEL required, the correspondence I've reviewed between Mr C and AESEL doesn't support this.

I'm satisfied that AESEL were clear about the information they required. I'm also satisfied that the information required was in line with AESEL's policy for credit balance refunds. So, I'm unable to say that AESEL made an error when it requested this information, or that it treated Mr C unfairly or unreasonably by requesting this information.

I haven't seen any information to suggest that AESEL wouldn't have processed the refund if Mr C had provided the information requested. I don't think it was unreasonable for AESEL to make sure that its internal procedures had been complied with before processing the refund.

I understand that Mr C became frustrated with the process and decided to ask his bank to recall the funds. However, I can't fairly ask AESEL to refund the charges imposed by Mr C's bank for doing this, because I haven't found that AESEL made any errors in the way it handled Mr C's request for the refund.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 January 2024.

Emma Davy
Ombudsman