

## **The complaint**

Mr S complains that American Express Services Europe Limited (“Amex”) didn’t make reasonable adjustments when he complained to it.

## **What happened**

Mr S purchased an air fryer for £161.99 from a supplier I’ll refer to as “F”. He says when it was delivered it was thrown from a heavy height at his front door which caused damage. Mr S says he contacted F but it didn’t help. So, he raised a complaint with Amex. However, he said Amex was unhelpful and didn’t take note of his needs.

Amex issued its response to Mr S’s complaint. It didn’t uphold the complaint and said Mr S hadn’t sent it the requested information to progress the complaint.

Unhappy, Mr S referred a complaint to this service. He reiterated his complaint and said he told Amex about his medical history and that he didn’t have access to technology that would enable him to upload documentation through its portal. He said he could only attach documents to emails instead. Mr S said he wanted a refund of the cost of the air fryer, £300 compensation and for Amex to allow him to send documentation as an email attachment in future.

Our investigator liaised with Amex and it agreed to allow Mr S to send dispute documents through a central inbox. It also offered £150 compensation for any distress and inconvenience caused. Mr S disagreed with this offer and said he would accept £250. Amex agreed to this. Our investigator felt this offer was fair and said as Amex hadn’t received the documents to raise the chargeback, he couldn’t consider this.

Following this, Mr S said he hadn’t received the £250 from Amex and neither had he received a refund following his dispute with F. Amex confirmed it had made an error and debited the £250 from Mr S’s account instead. It also confirmed that the payment for £250 compensation had been rejected by Mr S’s bank on two occasions. Mr S later confirmed this amount was paid in July 2024. Due to the delays, Amex agreed to pay a further £100 towards Mr S’s account balance. Mr S said he wanted a further £350 instead. However, our investigator said he thought the £100 Amex offered was fair.

Mr S disagreed and said Amex had debited £250 from his account and so it should also pay this back. He later confirmed that Amex had paid this back and Amex confirmed the chargeback amount of £161.99 was permanently credited to Mr S’s account. Mr S said he wanted his complaint reviewed by an ombudsman. As a result of this, this case has been passed to me to decide.

## **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 read and considered the whole file and acknowledge that Mr S has raised a number of different complaint points. I’ve concentrated on what I think is relevant. If I don’t comment on any specific point it’s not because I’ve failed to take it on board and think about it – but

because I don't think I need to comment on it in order to reach what I think is the right outcome. The rules of this service allow me to do this.

To make it clear, this complaint is about Amex, as Mr S's credit card account provider. It's not about F, who isn't a financial service provider and so, doesn't fall within the remit of the Financial Ombudsman Service.

What I need to decide in this case is whether Amex acted unfairly or unreasonably in any way when Mr S attempted to raise a chargeback dispute. If I think it has acted unfairly or unreasonably, I'll need to decide what's fair, if anything, to put things right.

*Did Amex unfairly prevent Mr S from raising a chargeback?*

Mr S contacted Amex to raise a chargeback dispute in March 2023. It wrote to him and asked him to upload documentation online to support his complaint. Because Mr S didn't do this, it didn't raise a chargeback dispute.

However, Mr S had told Amex about his personal circumstances and his disability. He also explained that he didn't have access to technology that would allow him to upload documentation to a website like Amex had requested.

Having carefully considered this, I think Amex acted unfairly when it didn't provide an alternative method for Mr S to send it information, given the circumstances he told it about. As a result of this, Amex didn't raise a chargeback when it should have.

If Amex had accepted Mr S's supporting information by a different method at the time, it's likely the chargeback would have been successful and Mr S would have had a permanent credit to his account for the £116.99 sometime in May 2023. I say this because when Amex did later raise a chargeback, it was successful. Mr S has confirmed he received a refund of the dispute amount through the chargeback scheme.

Since Mr S's complaint has been referred to this service, Amex has also provided Mr S with details of a central inbox he can email to provide any future dispute documents. I think this is a fair and reasonable adjustment given Mr S's circumstances.

Amex also agreed to pay Mr S £250 compensation for any distress and inconvenience it caused as a result of not providing an alternative option for Mr S to send in the dispute documents. Mr S accepted this amount. For completeness, I think this amount is fair and reasonable.

*Did Amex act unfairly or unreasonably in any other way?*

Further problems occurred following Mr S agreeing to Amex's offer to pay him £250 compensation. Amex charged this amount to Mr S's Amex credit card account instead of paying it to his bank account. Amex rectified its error and credited the amount back to Mr S's credit card account around two weeks later. However, this wasn't reflected in Mr S's account balance that month, so when his monthly Amex credit card payment was made for that month, it meant he paid an additional £250. It was updated the following month. Amex also confirmed it had been trying to pay £250 to Mr S's chosen bank account but there was a problem with the account details. This was resolved and paid to Mr S in early July 2024.

Having carefully considered all this, there is no dispute that Amex made an error when it charged Mr S's Amex account instead of paying his chosen bank account. However, I accept that Amex tried to make the payment to Mr S's bank account on two occasions, but wasn't able to do so. It finally was successful on the third attempt.

In light of this, Amex has now carried out the settlement as it should have done. To confirm, Mr S has received a refund of the £161.99 for the air fryer, been paid £250 compensation to his chosen bank account and Amex has provided details of a central inbox for Mr S to send information to for future disputes.

However, given that Amex made an error with charging Mr S's bank account with £250 compensation instead of crediting it, Amex made an offer to credit Mr S's Amex credit account with £100 compensation. This offer was made to reflect the additional inconvenience caused. It confirmed this would have no impact to account loyalty points.

Having carefully considered this and given what Mr S has told us about the impact to his health, I think this additional payment of £100 is fair and reasonable in the circumstances. Although Amex should pay this amount to Mr S directly if that is his preference, as this is a payment for compensation, rather than financial loss.

Overall, I'm satisfied that Amex has rectified the errors it made and I think its additional offer to pay Mr S £100 is fair and reasonable in the circumstances.

### **My final decision**

I uphold Mr S's complaint.

American Express Services Europe Limited has already paid Mr S the chargeback amount and £250 compensation. The outstanding amount left for it to pay is £100, which it should pay directly to Mr S's chosen bank account if he requests it, unless it has already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 April 2025.

Sonia Ahmed  
**Ombudsman**