

## **The complaint**

Ms E says she was overcharged for a holiday booking and is unhappy with how American Express Services Europe Limited ("Amex") handled her dispute.

## **What happened**

The parties are familiar with the background of this complaint, so I will summarise it briefly here, which reflects my informal remit.

In April 2024, Ms E attempted to book a package holiday through an online travel retailer. She said the holiday price was around £866. When she tried to make the payment online, she said it didn't work. She said she then received a call from the travel retailer who offered to help complete the booking over the phone. Ms E said she provided her details but was subsequently charged more than the original price she had seen. The total booking price she paid was £1,023.83.

Ms E tried to contact the merchant about the discrepancy but said her calls went unanswered, and the email responses she received were unhelpful.

Unable to resolve the matter with the merchant, Ms E raised her concerns with Amex. They raised a chargeback for her in May 2024. On 9 May 2024 the merchant responded with documentation showing a breakdown of the booking and confirming the total cost as £1,023.83.

Later that month, Ms E asked Amex to reconsider the dispute and submitted some additional emails, including correspondence involving a third-party support organisation. However, Amex said it had not received sufficient new evidence to reopen the dispute.

Although Ms E went ahead with the holiday, she remained unhappy with the way Amex handled the claim and made a complaint. Amex issued its final response in September 2024, rejecting the complaint. It said Ms E had been provided with a breakdown of the holiday booking, and noted that she hadn't provided any documentation to support her claim that she had been charged incorrectly for the holiday.

As Ms E remained unhappy, she referred her complaint to our service.

An investigator considered her case and concluded that, based on the available evidence, Amex's decision not to pursue the dispute further was reasonable. The investigator also noted that as Ms E had paid using her charge card, she had no protection under Section 75.

Ms E disagreed. In summary, she said she shouldn't have been made to pay more for the holiday than what she was quoted online, and that Amex should have done more to help her.

As Ms E remained unhappy the case has now been passed to me to make 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 think it is worth mentioning here that I am deciding what is fair based on the actions of Amex in assisting with the dispute and not the underlying dispute Ms E has with the online travel retailer. Amex did not supply the goods and services, so when deciding what is fair and reasonable here, I am considering whether it acted fairly in its role as a provider of financial services.

When a card payment is made there are usually two main avenues to consider regarding a dispute about what was purchased, Section 75 and chargeback. However, as Ms E made her booking using a charge card, Section 75 rights don't apply. This means only chargeback is relevant here.

Chargeback is a process by which disputes are resolved between the card issuer and the merchant, under the relevant card scheme - in this case, the American Express scheme. It allows customers to ask for a transaction to be refunded in certain situations. There's no obligation for a card issuer to raise a chargeback when a consumer asks for one, and chargeback is not a guaranteed method of getting a refund, because chargebacks may be defended by merchants. Where there is a reasonable prospect of success, I consider it good practice for Amex to raise one, which is what it did here.

Amex raised a chargeback fairly quickly after Ms E first contacted them. They used the chargeback code "*Incorrect transaction amount or account number presented*," which I consider was the most appropriate reason code based on what Ms E told them. When the merchant responded with a breakdown of the holiday booking, showing the total cost as £1,023.83, Amex considered this a valid defence under the scheme rules and decided not to pursue the chargeback further - which I consider to be fair.

One of the key issues in Ms E's claim was her belief that she had agreed to a price of around £866 for the holiday booking. However, she was unable to provide any supporting documentation during the chargeback process - such as a receipt, booking confirmation, or screenshot - to evidence this lower amount.

Under the relevant chargeback code for an incorrect transaction amount, the scheme rule requires clear evidence. Specifically, it asks for a copy of the original receipt showing the correct transaction amount, along with documentation confirming that the transaction amount did not match the billed amount.

As Ms E didn't provide such evidence, or anything to challenge what the merchant had provided, I'm satisfied that Amex acted fairly in not taking the chargeback further, as I'm not persuaded there was a reasonable prospect of success had they done so.

Ms E also said that she had experienced issues during her hotel stay and wanted a full refund, but again, she did not provide any evidence to support this. In any case, as mentioned earlier, Section 75 protection does not apply to charge card transactions, so I don't think Amex could have done anything further to assist Ms E with this part of her complaint, based on the available evidence.

In summary, I am satisfied that Amex handled Ms E's dispute fairly. It acted promptly, used the correct chargeback code to raise the chargeback, and assessed the merchant's response in line with the relevant scheme rules. Given the lack of supporting evidence from Ms E and the limitations of the chargeback process, I consider that Amex took the chargeback as far as it could, and I don't think they could reasonably have done more to assist her.

**My final decision**

I don't uphold Ms E's complaint against American Express Services Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 15 August 2025.

Farhana Akhtar  
**Ombudsman**