

The complaint

Ms D complains that American Express Services Europe Limited will not refund a payment she made after goods were not delivered.

What happened

On 19 June 2024 Ms D made an online purchase of two items costing £4,315 in total from a retailer which I'll refer to as "Y". She paid using her PayPal account, with the money being debited to her Amex credit card account.

On 21 June 2024 Ms D received a package from Y, delivered by courier to her address. She says, however, that it was empty, apart from the internal packaging which should have contained her purchases. She contacted Y, but it said that it was satisfied, based on evidence of dispatch and on evidence provided by the courier, that the items had been delivered.

Because Ms D had used her credit card to make payment, she contacted Amex seeking a refund, on the grounds that she had used her credit card to pay for goods she had not received.

Amex considered Ms D's claim under its chargeback process but did not provide a refund. It thought the available evidence showed that the package from Y had been delivered intact and with its contents. It offered her £30 by way of compensation, because it had indicated, wrongly, that a refund would be provided.

Ms D referred the matter to this service, where one of our investigators considered what had happened. He noted that Amex had not considered whether Ms D might have a claim under section 75 of the Consumer Credit Act 1974, but reached the view that it would not have succeeded anyway. He did not recommend that the complaint be upheld.

Ms D did not accept the investigator's assessment and asked that an ombudsman review the case.

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.

There are two routes by which Ms D might be entitled to a refund in this case – chargeback or under section 75 of the Consumer Credit Act. I do not need to set out in this decision the process for each; I would only make an award in Ms D's favour if I were satisfied that the items she ordered from Y were not delivered.

In support of her case, Ms D has provided photographs of the box which was delivered to her home. They show a box which is empty apart from internal packaging. Ms D says the photographs also show damage to the inside and outside of the box and missing security tape.

The evidence from the courier includes a photograph of the box at delivery. Ms D says that photograph shows the undamaged side of the package. Y also said that the package had been x-rayed when it was delivered to the courier and that its weight remained unchanged throughout its own delivery process. That is, the courier collected the package with the goods inside it. In the interests of completeness, I should say that I have not seen the evidence which Y refers to here.

Be that as it may, I am not persuaded that the package was tampered with. The damage which Ms D says she has identified appears to be some minor impact damage to the corners and edges of the cardboard box which was delivered. It is in my view consistent with a package that has been sent from overseas and, no doubt, been handled by a number of different people. It is not consistent with the package having been opened, items removed, and then being re-sealed.

Ms D reported the matter to the police. She obtained a crime reference, but it does not appear that the police took things any further. She also contacted her insurance company, but it said she was not covered for the loss or theft of items she had not received. I have taken those matters into account. I am not, however, persuaded, that Ms D's items were not delivered.

My final decision

For these reasons, my final decision is that I do not uphold Ms D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 26 June 2025.

Mike Ingram

Ombudsman