

## **The complaint**

Mr T complains that American Express Services Europe Limited (Amex) has declined to reimburse a payment he says was scammed into making.

## **What happened**

In February 2024, Mr T made a payment for around £800 using his credit card. This was to purchase an Amazon account. However, not long after the purchase, Amazon terminated the account on the grounds that Mr T had violated its terms of use.

Amex declined to provide a refund on the basis that the merchant successfully defended the chargeback claim by providing its terms and conditions which set out liability in the event of Amazon terminating the account due to a violation of its policies.

When Mr T complained to our service, the investigator didn't uphold the complaint. In summary they said they weren't persuaded it was appropriate to treat this as a scam, but that even if it was, they didn't think Amex was required to provide a refund. They explained our role, and why they didn't think Mr T was entitled to a refund on the basis of the chargeback rules or section 75 of the Consumer Credit Act 1974 (section 75).

Mr T didn't agree, he raised several points and summarised that he wanted an ombudsman to:

- Investigate not only the transaction but the legality of the merchant's business itself.
- Recognise that no fair and reasonable person would uphold the merchant's defence.
- Acknowledge that Amex has legal liability under Section 75 and must be held to account.

So, the matter has been passed to me for a final decision by an ombudsman.

## **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.

Having done so, I'm not upholding this complaint for similar reasons to the investigator.

Mr T has made several detailed points about his complaint which I have only summarised above. But I'd like to reassure him that I have considered his submissions in full. And I hope the fact that I do not respond in a similar detail here will not be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it is not necessary for me to respond to every point made, but to consider the circumstances as a whole.

I understand Mr T feels he has been scammed but based on the emails between Mr T and the merchant I think it was clear that Amazon didn't allow its accounts to be purchased under its terms of use and would terminate any accounts where it became aware of this happening - that's why the merchant was advising Mr T on how to avoid this being detected. So, while

Mr T may have been under the impression that the risk of this happening was low, I don't think this amounts to a dishonest deception. Ultimately the merchant did provide what Mr T purchased. The fact that the account was then terminated by Amazon is perhaps unfortunate but was always a risk that Mr T took.

I also note that Mr T did authorise the payment and as it was a single card payment that wasn't of a particularly high-risk value, I don't think Amex ought to have had concerns at the time that Mr T might be the victim of financial harm from fraud. So, I don't think it did anything wrong in processing the payment.

Amex raised a chargeback claim which the merchant defended, showing that the terms and conditions provided for this scenario. The terms say that the merchant will not be responsible, nor will it provide a refund, if Amazon terminates the account due to a violation of its terms – which is what happened. Chargebacks are not a legal right – it is voluntary and limited in scope to the particular scheme rules to resolve payment disputes between customers and merchants. I don't think Amex has acted unfairly in not escalating a claim that it reasonably concluded had no prospect of success. I understand Mr T says the merchant terms are unfair, but I wouldn't expect Amex to pursue it further on that basis as it isn't a ground under the scheme rules.

Mr T has also said Amex should provide him with a refund under section 75 on the basis that there has been a misrepresentation by the merchant and that Amex are jointly liable for such a claim. But Mr T has also said that the contract is illegal because the merchant is providing a service that is prohibited. It's not clear if that's the case, or if it was how that would give rise to a valid section 75 claim, which is also limited in scope. But I don't think Mr T has provided sufficient evidence that there has been a misrepresentation of fact in the circumstances. As I've said, while the merchant may have given the impression that following their instructions made it less likely that Amazon would detect the breach of its terms, it was clear that Amazon would terminate the account if they did find out that the account had been sold.

Mr T has made a number of points about Amex and I would note that our service isn't a regulator, we are an informal alternative to the courts with a fair and reasonable remit. It isn't our role to investigate the legitimacy of the merchant beyond considering the information provided and determining what that means for Mr T's complaint about Amex. For the reasons I've given, I'm also not persuaded that Amex has acted unreasonably or that it would be fair to require Amex reimburse Mr T in the circumstances.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 October 2025.

Stephanie Mitchell  
**Ombudsman**