

The complaint

Mr S complains about the way American Express Services Europe Limited handled his claim against a holiday company.

What happened

In September 2024 Mr S booked a holiday through a travel agent, which I'll call "L". He paid £686 using his Amex charge card for a 7-night stay.

Mr S was unhappy with the holiday. In summary, he says that:

- Transfers between the airport and the hotel were not provided as agreed;
- The hotel was dirty and staff were rude; and
- He only stayed for six nights, not seven.

Mr S complained to L and to the hotel. The hotel denied that transfers were included in the price. Mr S was provided with a refund of £64.50, equivalent to a one-night stay at the hotel, and L also offered him a £100 voucher for a future stay – which he declined.

Because he had paid for the holiday using a charge card, Mr S referred the matter to Amex. It asked him to provide evidence to support his claims, but concluded that he had not provided enough to enable it to approach L for a refund or partial refund.

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Mr S referred the matter to this service. In the course of our investigation, Mr S provided further information, including confirmation from L that the holiday price included transfers and copies of his exchanges with the hotel – which had not previously been sent to Amex.

Amex said that, if that information had been available earlier, it could have approached L, but that it was now too late to do so. And it noted that Mr S could not make a claim under section 75 of the Consumer Credit Act 1974, because its provisions do not apply to charge cards.

Our investigator considered what had happened but did not recommend that Mr S's complaint be upheld. She agreed with Amex that it had not been provided with the necessary documentation to bring a claim within the time allowed. She also noted that, whilst Mr S had asked that the account be placed on hold while the dispute was resolved, it was not obliged to agree to that or to stop Amex from notifying him about the state of the account.

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.

After Mr S referred the complaint to us, he provided us with a copy of the booking confirmation. A note at the bottom of the confirmation says: "... £686 including baggage and transfers." Mr S says that, when he landed at his destination, there was no transfer provided, so he had to take two buses and a lengthy walk to reach his hotel in the early hours of the morning. He paid cash and was not given a receipt. He took a taxi to the airport at the end of his holiday, at a cost of €75 – for which he did provide a receipt.

Amex's chargeback scheme can sometimes be used to resolve disputes between cardholders and merchants – including where goods or services are not provided or where they do not meet their description.

However, Amex's chargeback rules – which bind both account holders and the merchants who accept Amex card payments – are subject to strict time limits. In this case, the time limit was 120 days from the date on which the service was to be provided. Whilst Mr S had contacted Amex within that time, he did not provide evidence to support his case until some months later. He had provided his own account of events, but key supporting documents – most notably, the booking confirmation and taxi receipt – were missing.

In the circumstances, I can understand why Amex did not submit a chargeback request to L; it simply did not have the paperwork needed to support a claim. When Mr S did provide it, it was too late to make a claim.

Amex says, and I agree, that section 75 of the Consumer Credit Act does not apply in this case. That is because Mr S was required to repay any borrowing in full each month and no interest was payable.

In the circumstances, I believe that Amex's decision not to pursue a claim against L was a reasonable one.

Mr S complained too that Amex continued to seek payment of his account, even though the payment to L was in dispute. However, the fact that an account includes a disputed payment is not a reason to suspend the account. Mr S did not make any payments after October 2024. Charges were therefore applied and Amex continued to notify Mr S of the status of his account. I accept of course that some of Amex's contacts may have been unwelcome, but Mr S has not provided any evidence which persuades me it was aggressive or inappropriate in the circumstances.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 July 2025.

Mike Ingram
Ombudsman