

The complaint

Mr B complains that AMERICAN EXPRESS SERVICES EUROPE LIMITED (“AESEL”) did not pursue his chargeback claim properly.

What happened

In February 2024 Mr B paid for an online training course for his partner. This cost £1,074 which he paid with his AESEL credit card. Prior to making the purchase Mr B had an exchange of emails about who could use the course. Mr B understood that he could access the course too, but he discovered that he was unable to take the course exam. The merchant said he had been allowed access to the course materials on a complimentary basis.

Mr B queried this with the merchant, but no agreement could be reached and so he asked AESEL to raise a chargeback on the basis the goods or services had not been received. It established that the invoice was for the provision of the course to Mr B’s partner and she had attended the training and had taken the final exam.

Mr B complained and this was rejected by AESEL so he brought a complaint to this service. It was considered by one of our investigators who didn’t recommend it be upheld. Mr B asked that his complaint be considered 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 considered the evidence and arguments put forward by both parties I do not believe I can uphold this complaint. I will explain why.

Mr B asked that AESEL pursue a chargeback and it may help if I explain what that means. A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants. It allows customers to ask for a transaction to be refunded in a number of situations, such as where the goods or services are defective.

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. It’s important to note that chargebacks are decided based on the card scheme’s rules and not the relative merits of the cardholder/merchant dispute. So, it’s not for AESEL – or me – to make a finding about the merits of Mr B’s dispute with the online retailer.

AESEL’s role is to raise the appropriate chargeback and consider whether any filed defence by the merchant complies with the relevant chargeback rules.

Mr B paid for the course and the invoice shows the participant was to be his partner. Prior to that he had an exchange with the merchant about the course and access to it. The relevant

parts of that exchange are as follows:

Mr B: *"I only have 1 question can this course not only be used by me but somebody else. Or is it fixed to a single name?"*

Merchant: *"It is only fixed to one name, if somebody does want access, I would be able to facilitate a bundle deal for two courses."*

Mr B: *"Bad news there will be no bundle deal!! I actually want this in my otherhalf's [stet] name but if she can't [stet] do it or something comes up I will want to do it."*

The merchant asked if Mr B wanted to proceed and he replied as follows:

"Sorry for the delay in that ok so we can have the following 12month Expiry weekend or weekday online instructor lead course 2 possible names on the ticket."

This was followed up by an exchange which confirmed Mr B's partner would be the primary person on the ticket.

Later in the year when Mr B complained to the merchant it accepted there had been some confusion, but it didn't agree to let him complete the course and the exam without further payment. It did offer him a reduced rate, but Mr B didn't think that was reasonable.

It appears to me that the merchant had a reasonable defence against the chargeback. The pre-contract exchanges show that the agreement was entered into on the basis that either Mr B or his partner would make use of it. In fact, the merchant let Mr B have complimentary access to the material, but he was unable to take the exam and obtain the relevant qualification. The invoice clearly shows the course was to be used by Mr B's partner and nothing in the email exchanges shows that the merchant agreed that both he and his partner could make full use of it. The discussion was about which one would use it.

While I have noted the later exchanges and the merchant's recognition of some confusion I do not think there were grounds for thinking Mr B had acquired two products for the price of one.

He rejected the offer of a bundle which I believe would have cost more and so I think the merchant's defence that it had provided the services to which it had agreed was reasonable and there were no grounds which would have allowed AESEL to take the matter further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 September 2025.

Ivor Graham
Ombudsman