

The complaint

Mr E complains about American Express Services Europe Limited's response to a chargeback claim that he made for the money that he'd paid for a beard trimmer.

What happened

Mr E used his American Express credit card in May 2024 to pay £33.33 for a beard trimmer. He complained to the merchant that he'd received his beard trimmer but it only contained a continental plug and he asked it to supply him with a UK plug. The merchant said that any item designed to be used within a UK bathroom legally has to be supplied with a 2 pin plug. Mr E said that the merchant should have made it clear that the trimmer was unsuitable for the majority of UK homes and he said that he'd appreciate a collection and refund for the trimmer. Mr E also made a claim to American Express.

American Express suspended the disputed charge of £33.33 and made a chargeback claim to the merchant. It defended the claim so American Express re-applied the suspended charge to Mr E's account. Mr E then complained to American Express. It didn't uphold his complaint and said that it had been unable to determine any error. Mr E asked American Express for a transcript of his online chat relating to his chargeback request but says that he couldn't access the transcript provided despite following its instructions. He then complained to this service and he made a subject access request to American Express. It provided its response to that request in October 2024.

Mr E's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She didn't think that American Express had acted unfairly in the handling of Mr E's chargeback claim and said that she hadn't seen evidence of any customer service issues with Mr E's information requests.

Mr E didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He has provided a detailed response in which he says, in summary, that: the investigator rejected his complaint because she says that she didn't understand what the merchant told him; her reason for rejecting his complaint is demonstrably false; she suggests that merchants don't have to refund items once they are returned and denies that he had the right to pursue alternative dispute resolution; and she wrongly claims that American Express responded to his subject access request.

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.

If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute. There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim. If the right to make a chargeback claim exists under the applicable scheme rules, and if there's a

reasonable prospect of success, I consider it to be good practice for a chargeback claim to be made.

Mr E disputed the payment that he'd made to the merchant for the beard trimmer and American Express made a chargeback claim to the merchant for the reason that the merchandise wasn't as described or was defective. The merchant defended the chargeback claim because it said that the beard trimmer was sold with a 2 pin plug as it's a legal obligation for any electronic item destined for a UK bathroom to be supplied with a 2 pin plug. It also said that that isn't something that has to be advertised but it provided American Express with evidence from its website that shows that the beard trimmer was advertised as having a 2 pin plug. Mr E says that that website is different to the one that he used to purchase the product but I'm not persuaded that there's enough evidence to show that the beard trimmer that was supplied to Mr E wasn't as described.

American Express was also told: *"If this customer would like a refund on the goods purchased, may we advise that the goods are returned to our warehouse in the original and sellable condition. When they are receipted back into our inventory, we will process a refund for the full value of the transaction"*; and American Express gave that information to Mr E. Mr E says that that was false information because the merchant had refused to offer a refund. I can see that Mr E asked the merchant to supply him with a UK plug and he then said that he'd appreciate a collection and refund for the trimmer. I've seen no evidence to show that Mr E returned the beard trimmer to the merchant for a refund or that the merchant said that it wouldn't refund the transaction if the beard trimmer was returned to it.

I consider that American Express acted correctly in connection with the chargeback claim that it made and I'm not persuaded that it was required to take any further action about it. If Mr E doesn't accept my decision, he won't be prevented from pursuing alternative dispute resolution but, as far as I'm aware, any further claim made by Mr E would be about the merchant and American Express would have no other liability to Mr E for the payment that he's disputed.

Mr E says that American Express ignored his request for a transcript of his online chat relating to his chargeback request. I can see that American Express provided him with a link to the transcript but that he couldn't open it and he says that American Express ignored his response when he said that he couldn't access the transcript. American Express says that it didn't receive that response. Mr E then made a subject access request to American Express in September 2024 and it provided him with the required information in October 2024. I'm not persuaded that there's enough evidence to show that American Express has acted incorrectly in any material way in connection with the information requests made by Mr E.

Mr E said when complaining to this service that American Express should be required to re-open his dispute about the payment, respond to his subject access request and provide compensation for the inconvenience it caused by ignoring the information that he supplied and breaking its promises. For the reasons given above, I don't consider that American Express has acted incorrectly in its dealings with Mr E about the disputed payment. I find that it wouldn't be fair or reasonable in these circumstances for me to require American Express to refund to Mr E the payment that he made for the beard trimmer, to pay him any compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 11 July 2025.

Jarrold Hastings
Ombudsman