

The complaint

Mr I has complained about the way American Express Services Europe Limited (“AMEX”) dealt with a claim for money back in relation to a stay he paid for with credit it provided.

What happened

In October 2024, Mr I used his AMEX credit card to pay for an overnight stay at a stay home with a supplier I’ll refer to as “T”. Mr I paid £1,153. In November 2024, T contacted him to refund the full amount as his stay had been cancelled due to adverse weather conditions.

T said it refunded the amount but when Mr I didn’t receive it, he contacted AMEX for help on 27 December 2024. AMEX tried to recover the funds for Mr I by raising a chargeback dispute, but T defended the request by providing evidence that it had already refunded the amount back to Mr I but it had sent the money to a different account at Mr I’s request. I understand the account details that Mr I provided was for a bank account Mr I had with another bank which I’ll refer to as H.

AMEX declined Mr I’s chargeback dispute explaining its reasons and told Mr I that if he could provide evidence to support his dispute further it would look into things again. Mr I says he did provide this evidence, but it seems it hadn’t been correctly linked to his dispute, but it eventually was. AMEX said this wasn’t sufficient evidence to overturn the decision, as T had provided evidence the amount had debited its account, and told AMEX that this amount hadn’t been rejected by H.

Unhappy with the time it was taking to retrieve his refund, Mr I decided to refer his complaint to the Financial Ombudsman. He re-iterated that he hadn’t received the refund and provided his bank statements from November and December 2025 with bank H to show the refund had not arrived in the account.

Our investigator initially felt AMEX should provide Mr I with a refund but at this time, Mr I informed our investigator, that the money had since arrived in his bank account with H. But he felt AMEX had failed to provide him with good service, that it closed his dispute without looking at his evidence and this caused him stress while he waited a significant amount of time for the money to arrive in his account. Our investigator explained that AMEX hadn’t taken an unreasonable amount of time to investigate his dispute (just over a month) and on receipt of evidence from the merchant that he’d been refunded it wasn’t unreasonable for it to close the dispute. He also felt AMEX had acted in good faith and as Mr I now had the funds, he didn’t think AMEX needed to do anymore.

Mr I remained unhappy saying AMEX should compensate him for the stress caused and the time taken for him to receive the refund. As things weren’t resolved the complaint has been passed to me to decide.

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.

I'd like to reassure Mr I, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

Firstly, as Mr I has received the refund issued by T, albeit after a significant amount of time has passed, I no longer need to assess whether AMEX needs to offer him a refund in response to the chargeback or a section 75 claim under the Consumer Credit Act 1974. As explained by our investigator, it wouldn't be fair for him to be refunded twice. So, the only matter left for me to consider is about the service Mr I received from AMEX.

I think it might be helpful to explain that I'm looking at a complaint about AMEX, not T, or H so I can only consider what AMEX did and didn't do. I don't doubt that the amount of money Mr I was chasing wasn't insignificant, and he would have been concerned about it, as I think most consumers would be. I appreciate this would have been a worrying time for him.

But it wasn't AMEX that had these funds. T provided evidence that it refunded the money to an account Mr I had with H at the request of Mr I. T has explained that after consumers like Mr I have paid for the stays at the stately home, their account details are not retained. So, when it decided to cancel the stay, it contacted Mr H to issue a refund and it had to request card details from him, so Mr I must've provided details of his bank account with H to enable it to send him the funds. T provided a screenshot of its records to AMEX showing the refund had been processed and sent to Mr I's account with H and confirmed that the amount hadn't been rejected by H's bank. So, it had debited T's account.

As explained by our investigator, AMEX did investigate his dispute and it wasn't unreasonable for it to decline to pursue it when it received this evidence from T, that a refund had been issued to a different account and it hadn't been returned/rejected by H. I can see AMEX did explain how Mr I could provide more evidence (by uploading documents to its *"Dispute Support"* section), and it did write to him with its findings. I appreciate there was a short period when the evidence Mr I submitted wasn't linked correctly with his dispute, but this was later resolved when Mr I chased for an update. And I can see on AMEX's notes that the reason the evidence wasn't linked to Mr I's dispute was because it hadn't been uploaded onto the dispute section. AMEX later confirmed this document wasn't sufficient evidence to overturn its decision – and it subsequently issued a final response letter.

Based on everything I've seen I don't consider that the way AMEX dealt with the case to have been unreasonable. The act of having to raise a dispute and see it through will naturally have some level of inconvenience attached to it and we wouldn't necessarily award compensation for that. I think AMEX could've perhaps explained what evidence is required to dispute the decision more clearly and provide Mr I with more help when he was clearly worried. But I don't think the service fell to an unreasonable level that warrants monetary compensation in this case. I think AMEX acted in good faith and broadly acted reasonably based on the evidence provided by both parties.

Much of Mr I's stress has been caused by the money leaving T's account and not arriving in his account with bank H, but there wasn't much AMEX could do to trace these funds for him, when the money wasn't refunded to Mr I's AMEX account at Mr I's request. The transaction happened between T and H. Mr I must've requested the money to go to his other account, as only he could've provided the merchant with his account details with H to process the refund. I don't know what happened when the money left T's account and arrived at Mr I's account with H several months later, but it doesn't look like AMEX was responsible for the delay which is what caused much of Mr I's distress. Mr I may wish to ask H what happened and why it took so long for the money to be credited to his account.

While I'm sorry for the experience Mr I had, and I sympathise with his position, as he has now received the refund from T into his account with H, and I don't think the service AMEX provided fell to an unreasonable standard, I don't award any compensation in this case, and I do not uphold his complaint.

My final decision

For the reasons given above, 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 I to accept or reject my decision before 28 August 2025.

Asma Begum
Ombudsman