

DRN-5736586

The complaint

Mr B has complained about how AMERICAN EXPRESS SERVICES EUROPE LIMITED ('Amex') handled his disputed transaction claim.

What happened

Mr B has an Amex credit card, and contacted Amex to dispute a transaction. However, he's explained that he was given inaccurate advice about how to send Amex the information it required. He also feels Amex didn't make its service accessible for him, as a visually-impaired consumer.

Amex accepted it gave inaccurate advice initially, and credited Mr B's account with £40 in recognition of this. But it later gave the correct advice, and Mr B was able to submit the required information.

One of our investigators looked into what had happened. He could see that Mr B was having trouble submitting information via an online portal, before it timed out, which must have been frustrating. But, Mr B was then given further advice in a phone call two days later, and was given two alternative methods of submitting evidence (via email or post). So, it didn't affect his ability to make his disputed transaction claim. Overall, our investigator was satisfied that Amex had done enough to put things right, by crediting Mr B's account with £40 in recognition of the initial inaccurate advice.

Our investigator also looked into whether the outcome of Mr B's dispute was communicated clearly to him. He agreed it could have been clearer, but didn't think it had a material impact on the services Mr B had complained about. Mr B disagreed. He said that he needed to submit the supporting information to Amex via email. However, this doesn't go directly to the disputed transaction team – rather, it's at the discretion of the particular agent. So, if he has cause to raise a disputed transaction claim in the future, he wants to know he's in a position where Amex's service is accessible. Further, he doesn't feel there's been recognition of the insensitive manner in which the Amex advisor spoke to him.

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 agree that Mr B wasn't initially given the correct information about how to submit the evidence he needed to. I understand this would have been frustrating, and I can see he'd have felt his needs weren't being treated sensitively, or appropriately. I agree. That said, Amex has acknowledged its error, and paid £40 compensation. Overall, I think this is fair. Compensatory awards aren't an exact science, but this is broadly what I'd have awarded – particularly as Mr B was given the appropriate advice soon after.

As regards the confusing nature of the language used to convey the outcome of Mr B's dispute, I agree it should have been clearer. But, like our investigator, I don't think this had a material impact, and Mr B was able to clarify what had been meant. I know Mr B is concerned that he may not be able to access the disputes team in the future. But, I see no reason his information wouldn't be passed on. Further, I can't comment on a hypothetical

future situation, that hasn't yet happened.

My final decision

For the reasons given above, it's my final decision not to 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 5 November 2025.

Elsbeth Wood

Ombudsman