

## **The complaint**

Ms O has complained that American Express Services Europe Limited “AmEx” decline her claim for money back in relation to a set of window blinds she bought using her AmEx credit card.

## **What happened**

Ms O bought some window blinds from a supplier (who I’ll refer to as N), in December 2024 for £300.32. My understanding is that Ms O used her AmEx credit card to pay for the blinds.

Ms O says she contacted N in February 2025 to complain that the blinds did not come with a rebate (a cut out allowing a window handle to turn) which would have enabled her to open her windows, and she wanted to exercise her right to reject the blinds believing they were not fit for purpose. She says she was mis-led because the images online showed the blinds had rebates and she was led to believe the blinds would come with rebates.

The merchant explained that her window handle was at the bottom of the window next to another panel so it provided packers (also sometimes called spacers) which would enable her to open the windows and gave her a refund of £14.12. It also said that this was explained on its website and asked for Ms O to send videos and photos of her windows, so it could see whether it could do anything to help resolve the problem. It said the issue could be caused by measurements being incorrect and the correct size bracket, or an additional packer could resolve the problem. Ms O doesn’t appear to have provided the merchant with the information it requested.

Unhappy Ms O contacted AmEx asking for a refund explaining she felt the blinds had been misrepresented to her as she thought a rebate would be provided. She also felt there was a breach of contract as they were not fit for purpose. She selected the option that the goods were not as described on her online request. AmEx considered a chargeback claim, and when that failed, it considered a claim under section 75 of the Consumer Credit Act 1974 (s.75).

AmEx declined Ms O’s chargeback claim as the merchant explained the blinds were made to measure based on the measurements Ms O provided so she wasn’t entitled to a refund. It said it was still considering Ms O’s s.75 claim. At this time Ms O referred her complaint to our service.

AmEx subsequently, considered Ms O’s s.75 claim and declined this on the basis that there was insufficient evidence that the blinds had been misrepresented to her. It also felt that there was no evidence there was a breach of contract as the merchant had offered to help her resolve the problem of being unable to open the windows but said Ms O hadn’t provided the information it needed.

Ms O reiterated to our service she hadn’t been treated fairly, she felt the blinds were of poor quality, not fit for purpose and had been misrepresented to her.

Ms O's complaint was considered by one of our investigators. She didn't think AmEx needed to do any more in relation to Ms O's chargeback claim. She also felt there was insufficient evidence to show that the blinds were faulty or not represented accurately. Our investigator said the website had made it clear that a rebate wouldn't be provided due to the location of Ms O's window handles and it wasn't clear whether the issues with the windows not opening was caused by Ms O providing incorrect measurements or if this was due to the installation issues. Additionally, the merchant had been willing to work with Ms O to ensure they could open, and Ms O hadn't mitigated her losses by working with them to fix the issue.

Ms O disagreed explaining that the blinds were clearly faulty, had fallen multiple times and were now broken. She sent in a picture of the blinds on the floor of her home and explained she'd already purchased replacement blinds from a different provider. Our investigator pointed out Ms O hadn't informed AmEx about the blinds falling or being broken before, as her concerns were about the blinds not having rebates. Additionally, although she'd provided a picture of the blinds being broken, there was no evidence that the issue with the blinds falling was due to them being inherently faulty or because of incorrect measurements being given by Ms O, not being installed correctly or because of the way they were treated after the sale.

As the complaint couldn't be resolved, the complaint has been passed to me to make a decision.

### **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.

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

### ***Chargeback***

Firstly, it may be helpful to explain that each credit card provider acts under specific chargeback rules that may be different with other credit scheme providers. Chargeback allows for a refund to be requested where money was paid using a plastic card in certain scenarios, such as when goods or services are defective or not as described. Chargeback is designed to be a simple process to settle complaints. The only matters to be considered are the rules set by the card scheme to which the consumer's card belongs, along with the facts of the case. It is not designed to settle complex disputes or to consider legal arguments.

Chargeback is time sensitive, and chargeback requests have to be raised within a specified time period, so it is common for this claim to be considered first. This is to see if a refund can be obtained swiftly without the need for a complex legal investigation.

Ms O claimed that the goods were not as described, and AmEx considered her claim in accordance with the AmEx chargeback rules that apply. The merchant (N) explained that the goods were made to the measurements Ms O provided, and therefore non-refundable.

AmEx was given two version of events, Ms O's that the goods weren't as described and the merchants, that they'd been made to measure which is in line with how goods are ordered and paid for on its website. Based on this, AmEx didn't think there was any reasonable prospect of success so decided not to pursue the matter further. I don't think based on the available evidence that AmEx acted unfairly by coming to this conclusion. I also don't think

AmEx choosing to look into Ms O's chargeback rights first, before assessing her section 75 claim was unfair given that chargeback claims are time sensitive.

Overall, like our investigator, I don't think AmEx's response to the dispute was unreasonable under the scheme rules and I don't think Ms O has lost out because of anything AmEx might have done.

### *Section 75 claim*

It may be helpful to explain that I need to consider whether AmEx – as a provider of financial services – has acted fairly and reasonably in the way it handled Ms O's claim. S.75 is a statutory protection that enables Ms O to make a 'like claim' against AmEx for breach of contract or misrepresentation by a supplier because she paid for the goods using her AmEx credit card. So, I need to consider whether, based on the available evidence, it was fair and reasonable for AmEx to respond to her claim in the way that it did, and if not, if there's grounds for me to uphold Ms O's complaint and order a remedy.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met.

### Misrepresentation

To make a claim for misrepresentation, Ms O would need to evidence that the blinds had been misrepresented to her and that this caused her to suffer loss. We generally assess cases using the definition of a misrepresentation as, an untrue statement of fact or law made by one party (or his agent) to a second party which induces that second party to enter the contract, thereby causing them loss.

### Breach of contract

In order to uphold Ms O's s.75 claim on the basis that there has been a breach of contract, Ms O would need to evidence that N breached a term of the contract – and that caused her to suffer loss. She would have to show that either, there was a breach of an express term of the contract (for example the blinds not being made to the measurements she specifically requested) or whether there has been a breach of an implied term. The Consumer Rights Act 2015 (CRA) implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

### Evidence

However, in order to assess either a claim for misrepresentation and/or a breach of contract – I'd need to see evidence that the blinds were not accurately represented or were inherently faulty or of poor quality.

Ms O says she was led to believe her blinds would come with a rebate enabling her to open her windows once the blinds were installed. The merchant says that due to the location of her window handles (being at the bottom next to another blind), it is not possible to put a rebate there and instead it provides packers to be installed to enable her to open the window. It says this information is available on its website when consumers are given details on how to take the measurements needed to order the blinds. I understand Ms O said she fitted the packer, but she still couldn't open the window. But N explained that it may be because the measurements she provided were incorrect and a different sized bracket or

another packer may be required. It asked for video of her blinds to enable it to see what it could do to fix the issue.

I haven't seen anything to suggest Ms O was specifically told that her blinds would have rebates where her window handles were. And while there are images on the website with rebates, there are also images without, notably the images which show the window handles at the location where Ms O's window handles are. So, I don't think she's provided sufficient evidence that she was mis-led about this issue. An assumption that her blinds will have rebates, and N not meeting her expectations is not sufficient evidence of a misrepresentation.

In terms of breach of contract, again I'd need to see some evidence that the blinds were faulty, or of poor quality or evidence that the description of her specific blinds didn't match what she was actually given. Where there is an element of consumers taking measurements and installing the blinds, there is the added difficulty that consumers would have to show that the blinds were measured and installed correctly – and any failings are due to the items being poorly designed or poorly built and therefore are not of satisfactory quality. In this case it seems the missing rebates are intentionally not put in due to the location of the window handles rather than because there is a fault with them, or they weren't made correctly. In accordance with N's comments, they are designed this way, rather than being faulty – and I haven't seen any evidence from Ms O to dispute this.

I accept Ms O may have had difficulty opening her windows and that her blinds didn't have rebates as she expected. But that alone isn't sufficient to show the blinds are of poor quality or not as described. I've seen no evidence that she was told during her order that her blinds would come with rebates (and therefore the blinds didn't match the description she was given). I've also not seen sufficient evidence that the packer not enabling Ms O to open the window wasn't due to her providing incorrect measurements or installation. In order to uphold her complaint, I'd need to see evidence that after measuring the blinds correctly, installing them correctly, installing the correct size bracket and packers in line with N's instructions – the blinds were still not fit for purpose. Usually, I'd expect to see an independent report to support the claim that the goods were not of satisfactory quality rather than the problems experienced being down to other issues such as incorrect measurements, installation etc.

Based on the evidence submitted to AmEx, I don't think it was unreasonable for it to conclude that Ms O hadn't provided sufficient evidence of a misrepresentation or breach of contract in this case.

Ms O has more recently advised that the blinds kept falling and have now broken. I can see the picture Ms O submitted clearly shows the blinds are broken and are on the floor. But as explained by our investigator, it's not clear whether this was due to incorrect measurement, installation or poor handling following the delivery of the blinds. In order to make a successful claim for either breach of contract or misrepresentation, it is not sufficient to show that the blinds have suffered damage. Ms O would need to demonstrate with evidence that the damage was as a result of a breach of contract or misrepresentation by N.

The blinds may have since been damaged for an array of reasons, such as not being installed correctly, not being handled correctly, or not being maintained correctly. Ms O's claim will not succeed solely because she has shown the blinds have suffered damage, but she'd have to show that the damage was caused by either the product being faulty to begin with, or it wasn't as durable as expected.

I want to make it clear that I am not saying that things haven't gone wrong with these blinds. But while I sympathise with Ms O's position, s.75 is a legal claim, and the onus is on Ms O to

provide evidence to support her claim. I am not an expert in window blinds (neither is AmEx) and I'm reliant on the evidence produced by both parties to help me reach my conclusions. It is not unreasonable to require evidence to support the claim that the blinds were of poor quality or not accurately represented to her. While I can see Ms O has had difficulty with opening the windows and the blinds have since suffered damage, I'm afraid nothing I've seen demonstrates the cause of Ms O being unable to open the windows or the cause of the damage was solely due to the actions of N (either misrepresenting the items or providing poor quality goods). So, I can't safely conclude there has been a breach of contract, or misrepresentation that would enable me to uphold Ms O's complaint and order AmEx to offer a remedy.

I appreciate Ms O feels entitled to reject the goods as she raised concerns so soon after delivery of the blinds. But her right to reject rests on the goods been of unsatisfactory quality. I don't think it is unreasonable to conclude that Ms O hasn't submitted sufficient evidence to demonstrate that in this case.

I want to clarify that I am not asserting that Ms O didn't measure or install or maintain the blinds correctly. I can see she's raised concerns swiftly and tried to install the packers initially to try to resolve matters. But my point is that she'd have to provide verifiable evidence that the packers not working wasn't due to incorrect measurements provided by her, or the blinds now failing wasn't due to poor handling post sale, but these were issues caused by the goods themselves not being fit for purpose or of poor quality. And that this therefore amounted to a breach of contract.

Overall, I don't think AmEx acted unreasonably when looking at Ms O's chargeback claim under the card scheme rules. I don't think there's sufficient evidence that there's been a breach of contract or misrepresentation in relation to her s.75 claim. So, I don't think AmEx acted unfairly for declining this claim. While I am sorry to hear Ms O is unhappy, with s.75 in mind, I don't find there are grounds to direct AmEx to offer a remedy at this stage.

If the blinds are still available (if Ms O hasn't disposed of them), she can now obtain an independent report to demonstrate whether the blinds are poorly built/designed and are therefore of poor quality. She can ask AmEx to reconsider her claim on this basis. Alternatively, I should point out Ms O doesn't have to accept this decision. She's also free to pursue the complaint by more formal means such as through the courts.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 26 November 2025.

Asma Begum  
**Ombudsman**