

The complaint

Mr A has complained that American Express Services Europe Limited “AmEx” did not deal fairly with his request for help when seeking a refund from a merchant.

What happened

The circumstances leading up to this claim aren’t disputed so I’ve only briefly set them out here. On 31 December 2024, Mr A used his AmEx credit card to purchase a hub and stand from a merchant I’ll refer to as R. In total he paid £90 for the item.

Mr A said he attempted to return the item after delivery as he felt it didn’t match the description on the website where he ordered the item. When R did not reply to him, he contacted AmEx on 20 February 2025 to ask for help in getting his money back through its chargeback scheme.

AmEx considered a chargeback claim under the “not as described” reason code of the AmEx chargeback rules. It asked Mr A for a written explanation of how the item received was not as described and evidence of this.

When AmEx didn’t receive a response, it closed the claim down. On 6 March it wrote to Mr A to explain this and on the same day, Mr A uploaded documents to support his claim. AmEx still felt there was insufficient evidence to show he hadn’t received what he’d ordered and again closed his claim.

In April 2025, Mr A complained that he felt AmEx’s communications were not clear and had not dealt with his chargeback claim fairly. He explained that he struggled to understand the communication that AmEx had sent during its investigations. AmEx replied that the evidence he’d submitted still hadn’t validated his claim so it could not progress his chargeback any further.

AmEx received a second complaint in May 2025 explaining that Mr A had different needs and didn’t feel AmEx had treated him fairly. AmEx did not uphold the complaint.

Unhappy, Mr A referred his complaint to this service. He reiterated that he felt the communications from AmEx were not clear, that it had made no reasonable adjustments to assist him with his claim and that he’d provided evidence that the item received didn’t match the description.

Mr A’s complaint was considered by one of our investigators. He felt that AmEx had progressed his claim in accordance with the chargeback rules and AmEx was initially unaware that Mr A was neurodivergent. And in any case, this service was unable to tell AmEx how it should write its communications, and this was a commercial decision for AmEx to make.

Mr A remained unhappy and provided a detailed breakdown of why. Mr A felt he was entitled to a refund as:

- R had breached the contract by sending him an item that did not match the description.
- He had a right to reject the goods.
- He had a 14-day cancellation period.
- There was a reverse burden of proof under consumer rights laws – which hadn't been addressed.

He also said:

- AmEx had failed to make reasonable adjustments to how it communicates with him.
- AmEx had ignored the merchant failing to engage with him when he tried to address matters directly with them.
- Amex should have attempted the chargeback as there was a reasonable prospect of success in line with this service's guidance.

As the complaint couldn't be resolved by our investigator, I've been asked 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 Mr A, 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. So, while I will not be addressing each of his concerns individually, I have read his submissions in full and have taken it into consideration in my overall assessment of his case.

In deciding this complaint, I'm only considering the actions of AmEx and how it handled Mr A's request that it raise a chargeback on his behalf. I'm not looking at the actions of R as part of this complaint. AmEx is only responsible for ensuring that Mr A's claim for a refund is correctly processed and is not responsible for everything R did that Mr A might be unhappy with.

Having considered everything very carefully, I have to tell Mr A that I'm not going to uphold his complaint, and I'll explain why.

Chargeback request

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, where goods or services are defective or not as described, or where a credit isn't processed in line with a merchant's refund policy. In this particular case, an appropriate reason might be that the product received was "not as described".

The AmEx chargeback rules lay down strict conditions which must be satisfied for a chargeback claim to succeed – so customers aren't guaranteed to get a refund through this process. If AmEx thinks that a claim won't be successful, it doesn't have to raise a

chargeback. But where there's a reasonable chance of success, I'd expect AmEx to raise a chargeback.

It's important to note that chargebacks are decided based on the card scheme's rules – in this case AmEx runs its own scheme – and not the relative merits of the cardholder/merchant dispute. So, it's not for AmEx – or me – to make a finding about the merits of Mr A's dispute with R, or whether or not the chargeback rules are fair. AmEx's role is to consider if Mr A has met the conditions required to enable it to raise a chargeback on his behalf.

Mr A has noted a number of consumer protection laws mainly under the Consumer Rights Act 2015 – but I'm afraid these aren't relevant when considering a claim for chargeback. The chargeback scheme is a voluntary scheme run by AmEx – where it will request a refund on behalf of a consumer against a merchant such as R only when specific conditions are met in line with the chargeback rules.

The laws Mr A has mentioned gives him consumer rights against R directly, but not something he can enforce against AmEx. So even if these laws have been breached by R, this is something he must take up against R directly, and not something AmEx is responsible for responding to.

This service cannot look at a complaint against R directly, so I can only assess whether AmEx has progressed Mr A's chargeback claim correctly in line with the chargeback rules.

AmEx initially closed Mr A's chargeback when he didn't reply providing the evidence it requested to enable it to progress with his claim. I don't think it made any errors in this regard. I have considered Mr A's concerns over his different communication needs, but it doesn't appear AmEx was aware of this at the time. And in any event, its request for evidence was mentioned on the second line of the request immediately after thanking him for his query.

After Amex closed the claim on 6 March 2025, Mr A replied by uploading documents including a screenshot of the webpage and a written description of the product from the website as well as an image of a stand. AmEx replied again explaining that it had received the description of the goods from the webpage Mr A uploaded but it required written details of why the product he received did not match the description given. This was again requested in April 2025 in response to Mr A's complaint. I cannot see this was provided to AmEx, so his claim was closed.

I've considered carefully the communications sent from AmEx and I think it's apparent that Mr A had provided evidence of how the product was described on R's website, but AmEx had repeatedly asked for a detailed breakdown of how the product received did not match the description. It doesn't look like this was provided to AmEx during its initial investigation so in line with the chargeback rules, it doesn't look like its decisions to close the claim was incorrect.

AmEx can only raise a chargeback claim on Mr A's behalf if its satisfied from the evidence provided that the description that R provided on its website was different to the product it eventually sent to Mr A – which is why it repeatedly requested a detailed description of how the product received was not as described. It doesn't look like Mr A provided a detailed written description of how the product received was not as described, so Amex was unable to progress his claim. I can't see it made any errors in this regard.

Mr A has since explained that the product he received did not come with front facing ports including a USB port and an SD card reader slot which can be seen on the image on the advert even if not mentioned on the actual description.

The screenshot Mr A submitted with the description of the product on the website does not mention the front facing ports Mr A expected. Although I can see there was an image of a stand with front facing ports, there are different versions of the stands that consumers could purchase and nothing I've seen suggests R described all versions came with front facing ports. Based on what I've seen, the description of the product doesn't include any promise of front facing ports or a USB card reader slot or SD card reader slot. And while there is an image of a stand with the ports Mr A required, it looks like consumers could click through different images of the different versions available while perusing the website.

I don't think it was unreasonable for AmEx to require a detailed written explanation as to how the product he received didn't match the description of the product which is a requirement to enable Amex to raise a claim on Mr A's behalf under the chargeback rules.

Based on what I've seen, I don't think AmEx made any errors in the way it progressed Mr A's claim and made clear what evidence would be required to pursue the claim any further. So, I don't find there are grounds for me to direct AmEx to offer Mr A a remedy.

Communications

I have noted Mr A's concern about his difficulty in understanding the messages sent to him, due to him being neurodivergent, but I can't see his different needs was mentioned to AmEx until May 2025 while he did previously complain about the formatting of the messages. While I sympathise with the difficulties faced, I don't think the communications from AmEx were particularly unclear or confusing. AmEx's requests were written in plain English, requesting a detailed breakdown of how the product received didn't match the description which was never received.

While I would expect a business to make reasonable adjustments to ensure it communicates with consumers in a way that meets their needs, I'd only expect it to do so if it was told what was needed and wouldn't expect it to assume what was needed. Mr A hasn't explained how AmEx can adjust the way it communicates with him to meet his needs. I wouldn't expect AmEx to unilaterally change its standard requests without an understanding of what Mr A was struggling with. AmEx has said its messages are clear and it doesn't understand what Mr A was struggling with.

The needs of consumers may vary significantly – so this is something I think Mr A may wish to proactively discuss with AmEx to see if it can alter the way it communicates with him going forward. But I don't think the requests from AmEx were unclear and it seems to me that it responded promptly to his messages, and made repeated request that it was unable to progress with his claim without him providing the information it required.

Mr A's statutory rights and claim against R

Mr A has made it clear he feels R has breached his statutory rights to a refund and cancellation. But as explained above, Mr A's consumer rights against R cannot be enforced against AmEx. Amex is only obligated to assess whether Mr A has a right to request a refund in line with the chargeback rules not based on consumer rights laws.

I agree that Mr A has consumer rights against R and he clearly sought to exercise his right to reject the goods promptly. But as explained above, these rights are enforceable against R – not against AmEx. Sometimes consumers can make a "like" claim for breach of contractual

rights against businesses like AmEx via a claim under section 75 of the Consumer Credit Act 1974.

As explained by our investigator, Mr A's purchase doesn't meet the financial limits needed to make a Section 75 claim against AmEx. AmEx is therefore not liable to consider whether R had breached any contractual or legal obligations in response to his claim. It was only obligated to see if Mr A provided sufficient information and evidence to raise a chargeback claim on his behalf, and I don't think it acted incorrectly for concluding that he didn't.

I sympathise with Mr A that given the cost of the item, he's ability to pursue R directly to enforce his rights might be limited. But I re-iterate AmEx isn't responsible for answering complaints about R. Any concerns Mr A has about R, has to be raised with R directly and not something AmEx is obligated to assist him with. So, while I fully appreciate he's lost out due to no fault of his own, I can't hold AmEx responsible for this loss.

Summary

I sympathise with Mr A, and I can see why he would be so disappointed with not being able to get his money back through AmEx. But unfortunately, the chargeback rules are very specific and don't allow refunds to be processed just because it might be fairer to do so, or because Mr A's claim against R has merit. It only allows refunds to be requested under a very narrow set of circumstances with strict conditions that have to be met, and as explained above, I don't think AmEx made any errors during its investigation.

Considering everything I've said, I find no grounds to direct AmEx to refund him the money he has lost. And any complaints Mr A has against R, have to be directed against R and outside of this service as we're unable to look at complaints about merchants like R. I'm very sorry I haven't been able to assist Mr A any further.

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 Mr A to accept or reject my decision before 11 December 2025.

Asma Begum
Ombudsman