

## **The complaint**

Mrs O complains American Express Services Europe Limited (“AESEL”) is incorrectly claiming she owes a balance on her credit card account.

## **What happened**

Mrs O raised a previous dispute about whether the credits and debits on her account balanced, following a merchant dispute. The credits and debits consisted both of merchant transactions and adjustments that AESEL applied. That dispute was resolved informally by another Ombudsman and the parties agreed that the credits and debits in relation to that dispute balanced.

However, following that resolution, Mrs O was provided with further information by AESEL about the balance. She maintains that there is a balance outstanding on her account of £836.60 that she doesn’t owe.

In its final response, AESEL, in summary, explained the outstanding balance was as a result of it mistakenly adding a credit to Mrs O’s account when the merchant had already refunded her. After debiting this amount, it said there remained a balance on Mrs O’s account. Unhappy with its response, Mrs O referred her complaint to our service.

Our Investigator didn’t uphold Mrs O’s complaint. In summary, they said the remaining balance on the account was correct because it came about from a debit AESEL made in relation to the merchant dispute. And the reason the amount had changed, was due to interest, fees and also rebates being applied.

Mrs O didn’t agree. In summary, Mrs O said:

- Her accountant’s analysis showed there shouldn’t be an outstanding balance because the credits and debits balanced.
- The credits and debits AESEL made don’t appear on her itemised account download.
- Statement summaries are not a substitute for the underlying transaction level-ledger,.
- The outstanding balance is unexplained and inconsistent.
- She isn’t responsible for interest or late fees arising from an incorrect internal debit.
- The harm this has caused hasn’t been addressed.

Mrs O also set out a number of requirements for the deciding Ombudsman in relation to proving she owed this balance.

In response, and in summary, the Investigator said:

- They wouldn't revisit the issue of whether the chargeback correctly balanced.
- The reason these transactions were not showing on Mrs O's downloaded transaction list was because they appear under "other account transactions" and "items in dispute".
- Their view explained why the amount owing had changed, and the statements summaries explain how the balance has accrued.
- The harm Mrs O refers to is being addressed under another complaint with our service.

Mrs O still didn't agree and reiterated some of her earlier points.

Because the parties couldn't agree, the matter 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.

Having done so, I'm not upholding Mrs O's complaint. I know this will come as a great disappointment to her – I recognise her strength of feeling on the matter, the impact this has had and that this entire matter has been long and protracted.

I also want to reassure Mrs O that I have reviewed her full file in detail – and carefully. Whilst I may not comment on every point she's made or on every detail raised, I can assure her I have considered everything, and I mean no discourtesy by this. It's simply a reflection of the informal nature of our service.

I appreciate this matter, irrespective of whether AESEL were to blame, has impacted Mrs O. She's explained her ability to get further credit, including a mortgage, has been greatly affected due to the default now registered on her file. However, I hope my explanation of things, although not in Mrs O's favour, will allow her to draw a line under the matter and move forwards.

I can see Mrs O has also raised issues with the default that has been recorded by AESEL – this will form the subject of a separate complaint and so won't be dealt with here.

It had previously been agreed between the parties that the credits and debits balanced for Mrs O's merchant dispute, and the matter was informally resolved by another Ombudsman. However, I can see here that AESEL has said the reason for the outstanding balance is a result of a debit in relation to the merchant dispute. So, it follows that whilst I'm not revisiting the previous complaint in its entirety, it's relevant for me to consider the particular credits and debits pertaining to this outstanding balance.

I can appreciate why Mrs O has pursued this issue – the amount of information and the number of credits and debits on her account would certainly raise questions and concerns about the accuracy of her balance. But having reviewed her statements against the credits and debits in relation to the merchant dispute, I'm persuaded the balance on Mrs O's account is correct – and I'll explain why.

As a starting point, whilst the parties have already agreed this point, for the avoidance of doubt, I'm satisfied the credits and debits in relation to the merchant dispute, balance on Mrs O's account. I'm also satisfied the reason for the outstanding balance on Mrs O's account is because AESEL correctly debited £837, as part of the merchant dispute.

Despite seemingly agreeing the merchant dispute transactions balance on her account, I understand Mrs O is concerned her overall balance isn't accurate because she feels she can't clearly see the relevant transactions on her statements. Whilst I understand Mrs O's concern about transactions only appearing as suspended transactions on her statements and the reliance on statement summaries, I don't think we need to necessarily rely on either of these pieces of information in order to establish if she owes this balance.

Instead, I think it's clear from Mrs O's *actual* statements, which she would have seen, that this balance is owing. I say this because all of the relevant transactions in relation to this merchant dispute are either listed as a regular transaction on Mrs O's statements (for example the credits or debits from the merchant). Or, under "other account transactions" (the credits and debits AESEL made in relation to the merchant dispute).

So, by focusing on these figures and the monthly balance on Mrs O's account, it's not only clear that the amounts balance, but also clear that AESEL credited Mrs O's account with £837 around February 2023 when it shouldn't have done. It's listed under "other account transactions" as "credit for disputed charge".

Whilst Mrs O has provided evidence from an accountant, as our Investigator has explained, this doesn't cover the full period for when these transactions occurred, so it doesn't, as Mrs O suggests, show the balance on her statement is incorrect. It doesn't consider the further credits and debits which took place after January 2023. When AESEL credited Mrs O's account in February 2023, it meant Mrs O had received £837 more than what she was entitled to when getting the money back as part of the merchant dispute. So, to ensure Mrs O didn't benefit, AESEL was entitled to take back the £837 it applied to Mrs O's account.

The £837 credited around February 2023, contributed to reducing Mrs O's balance on her March 2023 statement. Her statements show her previous balance was £931.42 and credits of £977.59, after debits of £46.17, reduced her balance to zero. Given she'd only made payments totalling £140.59 (including a refund from a retailer), it was the £837 credit from AESEL which had heavily contributed to bringing her balance down. Adding Mrs O's payments to the £837 credit, this totals £977.59. So, this demonstrates the credit for the merchant dispute brought Mrs O's balance down that statement month.

In order to ensure Mrs O wasn't £837 better off after the merchant dispute, AESEL now needed to debit the same amount again. And it follows, therefore, that is why Mrs O's balance later increased again by £837.

To further help show how I've reached this decision, the relevant transactions on Mrs O's statements can be found under "other account transactions" and will say if it's a credit or a debit. Those transactions impact her balance. If a transaction appears there entitled "reversal suspension" then it can be disregarded for the purposes of this complaint, as can any "items in suspense" showing on her statements. I say this because both do not appear to impact her balance. Rather, they represent part of AESEL's process when it comes to suspending or reversing payments.

So, in summary, I'm satisfied the reason for the outstanding balance on Mrs O's credit card account is because AESEL correctly debited her account with £837 as part of the merchant dispute. So, I think Mrs O's statement balance was correctly owed.

Mrs O's statements also show that the amount owing has changed over time due to interest and fees being added, as well as an interest rebate at some point. I think it's reasonable for AESEL to apply interest and charges on the amount owing. So, I don't find that AESEL has made any errors in relation to the changing amount owed either.

Overall, I'm satisfied the balance on Mrs O's credit card account is correct and therefore I won't be telling AESEL to do anything to put things right for Mrs O.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 7 January 2026.

Sophie Kyprianou  
**Ombudsman**