

## The complaint

Mr C is unhappy with how American Express Services Europe Limited (Amex) handled a dispute he raised with it.

## What happened

Mr C raised a dispute on a purchase he had made using his Amex credit card. When checking the dispute, he says he noticed Amex's system stated, *"your disputed amount previously on hold has been reapplied to your account"*. Mr C says this is usually only shown when the dispute is closed and found in favour of the merchant, but in this case the dispute was still open.

Mr C therefore called Amex. As the line was bad, it was agreed the call would be ended and that the advisor would call back. Mr C however didn't hear from Amex. A complaint was logged as Mr C felt let down by Amex not calling him back and because of the conflicting messaging on the status of his dispute.

Amex issued its initial final response on 11 November 2024. In this it agreed Mr C had been contradictory messaging regarding the status of his dispute. Amex said the information that Mr C saw when checking the dispute was not up to date and so awarded £25 in compensation for this. Amex confirmed the status of the dispute was now reflecting accurately, and this was that it had been resolved in Mr C's favour.

Regarding the failure to call Mr C back, Amex said its advisor had tried to call back twice but was unable to establish contact. It therefore didn't uphold this part of the complaint. Mr C strongly disagreed that Amex's advisor had tried to contact him and said without evidence he would be referring the complaint to the Financial Ombudsman Service. Amex responded on and said it understood Mr C was unhappy, but the next stage would be to refer things to the Financial Ombudsman Service.

In January 2025, Mr C contacted Amex again as he believed his complaint had been reopened and he remained unhappy with the outcome. After not receiving a response Mr C contacted Amex on 2 April 2025. Amex forwarded the second final response it had issued. In this it said it had already addressed the complaint regarding the call back Mr C said hadn't happened. Amex maintained that call back attempts had been made but Mr C's line was busy. Lastly Amex said it had already carried out a full review of the complaint and told Mr C that if he remained unhappy the correct next stage was to refer the matter to the Financial Ombudsman Service.

Mr C did this and the complaint was passed to one of our investigators to look into. After some initial issues around what we could and couldn't look at were resolved, the investigator issued their findings. They concluded that call back attempts had been made. They said that Amex had failed to send the second final response on 5 February 2025, which was when it had been created. The final response wasn't provided to Mr C until he chased Amex in April 2025. But the investigator said that looking at everything and the impact of the issues on Mr C, the £25 Amex had already paid was fair.

Mr C didn't agree. He said the £25 wasn't sufficient. Therefore, 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.

In this complaint I'm only considering the issues covered in the final responses from 11 November 2024 and 5 February 2025 (Not sent to Mr C until 2 April 2025). I would also like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

It isn't disputed here that Amex's system hadn't been updated and therefore showed incorrect information regarding the status of Mr C's dispute. I acknowledge that Amex hadn't actually re-debited the disputed funds from Mr C's account, but I can understand why he was confused by the messaging and needed further clarification.

Mr C strongly maintains that he didn't receive a call back from Amex on 7 October 2024. Amex has provided an excerpt from its system notes. These show an advisor make a note on the 7 October 2024 that they had tried to call Mr C back following the call being ended due to a bad connection. So, while I agree Mr C didn't speak to Amex again that day, I'm satisfied on balance that the advisor did at least try and call Mr C back.

It's possible because of the bad line, the call attempts didn't even connect to Mr C's phone and that why he had no missed calls. But as I've said, I am persuaded the advisor did try and call back as agreed.

Amex has confirmed that it didn't send Mr C a copy of the second final response it issued in February 2025. This wasn't sent to Mr C until he chased Amex for a response. Its clear Mr C shouldn't have had to chase Amex. But I agree with the investigator that other than the inconvenience in having to chase Amex, this hasn't materially impacted Mr C or his dispute. Ultimately Amex had told Mr C in the initial final response and subsequent follow up what its position was on the complaint. Amex had also made it clear in both communications that if Mr C didn't agree, he could refer the matter to our service.

It's clear Amex has made errors here which have caused Mr C a degree of distress and inconvenience. But taking everything into the round, I'm satisfied the £25 Amex has already paid fairly compensates Mr C for any distress and inconvenience he has been caused here.

### **My final decision**

For the reasons I've explained, I don't require American Express Services Europe Limited to do any more than it already has.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 November 2025.

Paul Blower  
**Ombudsman**