

## **The complaint**

Mr T has complained about how American Express Services Europe Limited (AESEL) handled a refund claim he made to them.

## **What happened**

Mr T purchased a vehicle from a supplier I shall call 'J' in 2019 to the sum of £39,767.09 with two initial deposits of £2,700.00 and £300.00 from his AESEL credit card and a final payment of £36,767.09 using his AESEL charge card.

However, he says there were issues with the digital key for the car and that it wasn't working. He says that despite the car being presented for inspection numerous times during 2019 and 2020, the matter wasn't addressed. Mr T has said this was one of the main reasons for the car purchase and therefore wanted a full refund for the vehicle.

As the matter wasn't addressed to Mr T's satisfaction by J, he contacted AESEL in early 2024 to raise a S75 claim (S75) under the Consumer Credit Act 1974 (CCA) against AESEL. AESEL declined the claim as they noted the technical requirements for a S75 claim, specifically the cash price for the purchase wasn't within the limits required. In addition, they said there was insufficient evidence of a breach of contract under S75 in any event.

Mr T didn't agree and referred the complaint to our service. Our investigator considered Mr T's refund claim and noted firstly that it wasn't possible to raise a chargeback claim as it was out of time under the card issuer rules. In addition, they agreed with AESEL that the claim didn't meet the S75 technical requirements.

Mr T wasn't satisfied with the investigator's findings and asked for an ombudsman to issue a final decision on the matter.

## **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.

I've read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that AESEL aren't the provider of the goods here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note that because Mr T paid for this transaction using a AESEL credit card, both chargeback and a S75 claim could possibly help him. So in deciding what is fair and reasonable I've focussed on this.

On the matter of a chargeback claim, I concur with our investigator that this needed to be raised from 120 days from the transaction date or the date the goods were received. As this claim clearly didn't comply with these requirements, there was no prospect for AESEL to

consider this under chargeback with mind to their rules. Therefore I don't think they did anything wrong here.

In terms of S75, this provides that in certain circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there is either a breach of contract or misrepresentation by the supplier of goods and services.

To assess a valid claim, AESEL would've needed to consider all relevant evidence for the alleged breach of contract or misrepresentation. But for there to be a valid claim under S75 there are certain technical requirements and a part of that is that the cash price must be over £100.00 but no more than £30,000.

I've reviewed the purchase invoice and this clearly shows the total price to be over the £30,000 required for a S75 claim. While Mr T believes the price of the 'comfort package' add-on needs to be considered separately, I don't think this is reasonable. The full invoiced price of the vehicle would need to be considered here when determining whether there is a valid S75 claim.

Taking this into consideration then, and I appreciate Mr T will find this disappointing, I don't think AESEL acted unreasonably in declining his claim.

### **My final decision**

For the reason stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 December 2025.

Viral Patel  
**Ombudsman**