

## **The complaint**

Mr M complains that American Express Services Europe Limited trading as American Express (AESEL) declined his chargeback claim.

## **What happened**

Mr M made a booking with an online booking platform (Love Holidays) for a hotel and flights reservation and paid using his American Express Platinum Cashback credit card. The cost of the holiday was £1680.00.

Mr M wasn't happy with several aspects of the flight and the hotel. He was unable to resolve matters with the booking platform and raised a chargeback dispute with AESEL on 7 November 2024, stating that he hadn't received the goods/services he'd paid for.

AESEL applied a temporary credit of £1680.00 to Mr M's account and investigated the chargeback. The merchant disputed the claim and provided evidence to show that the services had been provided to Mr M.

AESEL declined the chargeback and re-debited Mr M's account.

Mr M was unhappy with the outcome and complained to AESEL. AESEL issued a final response on 16 January 2025 advising Mr M that his complaint hadn't been upheld.

Mr M remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that based on the information he'd seen, the online booking platform had fulfilled its obligations under the contract, and the services had been provided and there was no chargeback reason available for the payment dispute.

Mr M didn't agree. He said that AESEL had declined his claim without properly reviewing his evidence because it hadn't been able to view the documents he'd uploaded. Mr M also said that AESEL had failed to consider his claim under Section 75.

Our investigator explained that AESEL hadn't considered the claim under Section 75 because Mr M hadn't requested this. Mr M has subsequently raised a Section 75 claim with AESEL which is currently being investigated.

Because Mr M didn't agree with the investigator's opinion, I've been asked to review the complaint.

## **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.

When Mr M initially raised his complaint with AESEL he raised it as a chargeback claim, and it was investigated on that basis. I'm aware that Mr M has since raised a separate claim with

AESEL under Section 75. For the purposes of this decision, I'll only be commenting on the chargeback claim.

Chargebacks are a voluntary scheme. The process is that the card issuer (in this case AESEL) checks the complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether it can make a successful claim for the customer. Card issuers don't have to submit claims, and they will only do so if they believe they have evidence that will support a chargeback claim so that it is successful. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback claim if there is little prospect of success.

I've looked at Mr M's request to raise a chargeback to see whether or not AESEL acted reasonably when it declined the chargeback.

Mr M raised a number of issues about the hotel. He said the hotel was 1 hour away from the advertised location and the room didn't match the advertised description and was in poor condition. Mr M submitted a large number of documents and photographs in support of his claim.

The merchant disputed the chargeback claim.

I've reviewed all of the documentation. Mr M has raised a concern that AESEL didn't review his evidence due to technical difficulties opening some attachments. This service has asked AESEL about this and they have confirmed that they received and reviewed all of Mr M's evidence, which was sent multiple times.

Based on my review of the evidence, I'm satisfied that the hotel's location was advertised as being in Alanya. The booking confirmation documents show that the hotel is located in Kestel, which is a town in the Alanya province. I'm not persuaded that the location of the hotel wasn't as advertised.

The evidence provided by the merchant shows that Mr M changed his room at the hotel, but no other issues were reported during his stay. The photos provided by Mr M were disputed by the merchant, who said these did not represent the room that Mr M stayed in.

I appreciate that Mr M was unhappy about his holiday experience. However, based on what I've seen, the merchant provided the flight and hotel in accordance with the booking confirmation and Mr M used the services. I'm satisfied that AESEL acted reasonably when it declined the chargeback, because the goods/services were provided to Mr M in accordance with his booking..

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 December 2025.

Emma Davy  
**Ombudsman**