

The complaint

Mr A has complained about the way American Express Services Europe Limited (“Amex”) handled his request for money back in relation to services bought with his credit card.

What happened

In January 2025 Mr A booked return flights through an airline (“B”) costing £1,748.04 using his Amex credit card. These were return tickets for flights abroad, for both Mr A and his son. The outbound flights for both Mr A and his son were on 4 February 2025, with Mr A’s return ticket being for 3 May 2025 and his son’s return ticket being for 3 June 2025.

In March Mr A contacted B to cancel his son’s return ticket, and in March 2025 was told a refund would be processed, which Mr A says he didn’t receive.

Mr A raised a dispute with Amex, who then processed a chargeback claim which was defended by B. Following this Amex informed Mr A it would not be taking the claim further, as the B had provided evidence that no refund was due.

Mr A brought his complaint to the Financial Ombudsman. Our investigator didn’t uphold Mr A’s complaint, and as Mr A didn’t agree it has been passed to me for a decision.

Following the investigator’s view, Amex provided Mr A’s credit card statements showing a refund of £193.40 was received from B in April 2025. Amex was concerned this refund might relate to Mr A’s son’s ticket and wanted to ensure that Mr A was not compensated twice for the same claim.

I put this to Mr A who stated the £193.40 refund was in relation to different set of tickets.

Mr A has told us he purchased a total of four return tickets for himself, his wife his daughter and his son. His ticket and his son’s ticket were purchased together on 14 January 2025, which is the transaction that is in dispute here, using Mr A’s Amex credit card costing £1,748.04. A few days earlier, on 10 January 2025, Mr A purchased return tickets for his wife and his daughter, again using his Amex credit card costing £1,616.84.

Mr A has told us that that his wife and daughter didn’t make use of their return tickets and successfully received a refund of £193.40 from B in respect of this, which is the refund which appears on Mr A’s statements. Mr A provided a copy of the refund confirmation dated 9 April 2025 from B stating a refund would be processed as quickly as possible, in support of his claim that the £193.40 refund was for his wife and daughter’s tickets.

I sent out my initial thoughts on what had happened, explaining why I felt the complaint should be upheld, and that Amex should pay Mr A £105. I explained why, as follows:

Section 75

I can’t see that Amex considered section 75 when dealing with this dispute, and I think in the circumstances it should have done. If Amex had considered section 75, from what I’ve seen there appears to have been enough evidence available to conclude there’d been a breach of

contract in this instance, for the following reasons.

DCS

I note in this instance that the cardholder, Mr A, has purchased return flight tickets for himself and for his son, and that the dispute here relates to the return ticket in Mr A's son's name. So I've firstly considered whether there is a valid DCS agreement between the parties, to have allowed Amex to consider section 75 here. The booking confirmation confirms Mr A's son has a "child" ticket, and Mr A has an "adult" ticket. B's terms state "child" tickets are available for children aged between 2 and 11 at the time of travelling. Given the age of Mr A's son at the time, I think it's reasonable to say that Mr A was contracting on behalf of his son. So I'm not persuaded there's been a break in the DCS agreement

The April 2025 refund

As I have explained, following the investigator's view, Amex have provided copies of Mr A's credit card statements, showing that a refund from B was received on 28 April 2025, around the time Mr A requested a refund on his son's ticket. So Amex had understandable concerns that there may be a risk of double recovery.

Mr A has explained that the April 2025 refund was for his wife and daughter's return tickets, rather than his son's. Mr A has provided an email from B dated 9 April 2025 in support of this. I've considered this email which contains a booking reference number of "CPVHD9" which is unrelated to any of the booking references for Mr A and his son's tickets (which were CUL4EK and D4LWHW, respectively). So I'm persuaded the email of 9 April 2025 does not relate to Mr A and his son's tickets. The 9 April 2025 email states "we're getting in touch to confirm that we've received your refund request. We appreciate your patience as we process your refund as quickly as possible", which supports that a refund is in process, and would tie in chronologically with the 28 April 2025 refund which shows on the statements.

Additionally, I note that when a chargeback request was made in relation to Mr A's son's tickets, B, as the merchant, disputed the claim on 6 June 2025. Had the 28 April 2025 refund been in relation to Mr A's son's tickets, I think it's likely this would have been mentioned by B in their dispute response.

I appreciate there isn't an exact figure or passenger names quoted on B's refund confirmation emails, which is unfortunate. But taking everything into account I'm satisfied the 28 April 2025 refund most likely is from the 10 January 2025 transaction, where Mr A purchased tickets for his wife and daughter, rather than for Mr A's son's ticket.

So I'm satisfied there's no double recovery here.

Breach of contract

So I've then considered whether there has been a breach of contract, in relation to the refund and cancellation terms of the contract for Mr A's son. I note Mr A received an email from B on 24 March 2025, which stated "we're getting in touch to confirm that we've received your refund request. We appreciate your patience as we process your refund as quickly as possible". The email states "refund request raised for booking reference number: D4LWHW", which is the reference number which specifically corresponds to Mr A's son's tickets. So given the reference number shown, I think it's clear the email relates to Mr A's son's tickets, and given the email was sent in March 2025 – one month after the outbound flight had already taken place - I also think it's reasonable to say this email related to the return flight, as that was the only portion of Mr A's son's ticket which had not yet been utilised.

Additionally, following the chargeback attempt by Amex, I note B provided a defence to Amex, by stating that a refund is not possible in the event of a "no show" and included several documents, showing why they felt there was a no show. Amongst that documentation is section 8, "split PNR ticket details". Within that section it has a screenshot showing the status of the tickets for Mr A's son. The outbound flight of 4 February 2025 is shown in the "status" column as "FLWN", which the previous section 7 defines as "FLWN confirms that ticket is fully utilized". So it seems this outbound portion of the ticket was used. The return flight however, shows "SUSP" in the status column.

I've looked at B's refund policy to find out what this code means and there is a section titled "what does ticket status SUSP mean?". In this section it states:
"Suspended (SUSP) status has been updated on your ticket/s as we have processed the refund for you. As this status cannot be changed this will minimise any duplicate refunds. Refunds can be checked via your BSP report or if available on the ticket remarks".
Based on this definition it appears there was an active refund which had been processed in relation to the disputed return flight.

So whilst I appreciate B are stating there was a "no show" on the return flight for Mr A's son, their own screenshots suggest there was actually a refund in process for this flight, and the refund confirmation email from March 2025, appears to support this as well. I acknowledge there is a lack of other emails between the parties relating to the cancellation but I note Mr A has been consistent in stating that he only communicated with B through the phone when attempting to cancel his son's return flight, which doesn't sound unreasonable. Taking what I've seen into account, it appears that Mr A did cancel the return flight for his son, rather than there being a "no show".

Refund terms

I've then turned to what the conditions of carriage say should happen in this event.

Looking at the conditions of carriage for B they offer two types of tickets "refundable tickets" and "non-refundable tickets". Each type of ticket including the "non-refundable tickets" do provide refund rights, however how exactly the refund is calculated depends on the respective terms of the particular ticket, which are as follows:

“10.1 Refundable Tickets

....

....(c) If your Ticket is refundable, you have used part of it, and there is no relevant restriction on your Ticket, we will refund the difference between the fare, any carrier imposed charges and surcharges, taxes, fees and charges you have paid and the fare, any carrier imposed charges and surcharges, taxes, fees and charges relating to the unused portion of your Ticket. We will not deduct an administration fee to make this refund. Your booking may also need to be refared to reflect the new itinerary – please see Article 7.2 for more information.

10.2 Non-refundable Ticket

....

....(b) If your Ticket is non-refundable and you do not use all or part of it, you can still apply a refund of:

- (i) taxes;*
- (ii) fees and charges imposed by a government, other authority or airport operator; and*
- (iii) Government Scheme Costs.”*

So if the tickets Mr A bought were refundable tickets, according to the conditions of carriage, the unused portion of the tickets would be refunded, which in this case would be the return ticket, which would be around half the cost of the tickets. However, if the tickets Mr A purchased were non-refundable then the refund would be much lower, and would only represent a refund of taxes, and certain fees for the return flight.

Whilst I appreciate Mr A has said he purchased refundable return tickets for himself, his wife, his daughter and his son, I can't see that Mr A has provided evidence to Amex that sufficiently demonstrates that he purchased refundable tickets rather than non-refundable tickets. If that is not right, Mr A can provide evidence in response to this side letter.

Given this lack of evidence, from what I've seen I think it's more likely than not that non-refundable tickets were purchased on this occasion. I say this because of the refund that Mr A has told us he successfully received on his wife and daughter's tickets.

As I've already explained, Mr A has told us the £193.40 refund he received from B in April 2025 was for his wife and daughter's tickets. It is unfortunate that there is no full breakdown of how the refund of £193.40 was calculated. The tickets for Mr A's wife and daughter cost £1,616.84, so if the tickets were “refundable” a refund of the return flights for both Mr A's wife and daughter would be around half the cost of the tickets, so around £800. However, as the refund Mr A received was instead £193.40, this lower amount instead suggests it's more likely there's been a refund of the taxes and fees more in line with the terms for “non-refundable tickets”.

So on balance I think the tickets Mr A bought for his wife and daughter were non-refundable tickets. Mr A has told us that all of the tickets he purchased, for himself, his wife, his daughter and his son were all the same type of ticket, so on balance, I think Mr A and his son's tickets were also the “non-refundable” tickets.

It's not clear what the taxes or fees that should have been refunded would have been in this instance, but as a starting point, I think it's reasonable to say that £105 would be a fair estimate of how much Mr A would be due as a refund for his son's ticket.

I say this because the refund of his wife and daughter's £1,616.84 ticket was £193.40. This was a refund for two people and so it's reasonable to say a refund along the same terms for just one person, would be around half of this amount at £96.70. I appreciate that Mr A and his son's tickets were slightly more than his wife and daughter's tickets, at £1,748.04, and so it's reasonable that a refund of taxes and fees for one person might also be slightly more in this instance. So in the absence of more exact figures, I think £105 is a fair reflection of the refund Mr A would have been due for his son's ticket.

Given this, based on the information I've seen so far, I'd be minded to say that an award of £105 would be a fair resolution in the circumstances, given the apparent breach in the refund and cancellation terms of the contract.

Mr A responded to my thoughts on the complaint by explaining:

- Whilst he had no further evidence showing the specific type of ticket he purchased, he was adamant the tickets he bought were “*refundable*” rather than “*non-refundable*” tickets.
- Mr A was told by B through phone calls, that he was entitled to a refund and this never materialised
- Mr A had travel insurance through his Amex credit card, and this should have been explored as an option by Amex

Amex responded by agreeing to the recommendations I set out.

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've reached the same outcome as I did in my previous correspondence, and for the same reasons.

I take on board Mr A's strength of feeling, that the tickets he purchased were the “*refundable*” type, rather than the “*non-refundable*” type. However, as there isn't any evidence showing this, I've not seen anything that changes my findings on this matter.

Mr A has explained that during his phone calls with B, B said that he was eligible for a refund on numerous occasions, and that when he raised concerns about only receiving a partial refund for his wife and daughter's tickets, he was not provided with a clear explanation by B. Mr A has asked that calls between himself and B, be requested and listened to. I've considered this, but I don't think this would make a difference here. If Mr A feels that he was given incorrect or wrong information from B, then he would need to raise this with B directly.

Finally, Mr A has explained that he had travel insurance through his Amex credit card, and so this should have been explored as an option by Amex. If Mr A wanted to make a claim through his travel insurance, then this is something he would have had to contact Amex about specifically. I wouldn't have expected Amex to have raised a travel insurance claim without Mr A first initiating it.

As I've not seen anything that changes my initial thoughts, it stands that I think £105 would be a fair resolution in the circumstances.

Putting things right

To put things right, I require Amex to pay Mr A £105

My final decision

My final decision is that I uphold this complaint and American Express Services Europe Limited to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 February 2026.

Jonathan Wistow
Ombudsman