

The complaint

Mr F complains that AMERICAN EXPRESS SERVICES EUROPE LIMITED didn't refund a payment he made using his credit card.

What happened

Mr F holds a credit card with AMEX. In April 2025, he raised a dispute for an amount he'd been charged by a hotel; in summary, Mr F said the charge was a deposit which he'd been told was fully refundable. The amount hadn't been refunded as Mr F expected.

AMEX studied Mr F's chargeback request but, after consideration, it didn't pursue it. That's because AMEX didn't consider the chargeback to have any prospect of success; its view was that the evidence Mr F could provide wasn't enough to successfully pursue the dispute.

Mr F was unhappy with that position. He didn't think AMEX had assessed his chargeback properly, and he thought its administration of his chargeback request had been poor. So, he complained. AMEX didn't uphold Mr F's complaint. In short, it said it was satisfied it had appropriately assessed Mr F's chargeback request and reasonably determined that it was unlikely to be successful. So, Mr F referred the matter to this Service for an independent review.

An Investigator here considered what had happened, and they didn't think AMEX had done something wrong. They said:

- A chargeback isn't an automatic right, and AMEX isn't obliged to pursue one on behalf of a customer.
- Here, AMEX's view that there wasn't sufficient evidence to support a successful chargeback was a reasonable one. Essentially, there wasn't evidence to prove – or show it to be more likely than not – that the charge Mr F had incurred was refundable and that he was due a credit.
- In the circumstances then, it wasn't unreasonable of AMEX not to pursue a chargeback. Similarly, although AMEX hadn't raised a claim under Section 75 of the Consumer Credit Act (1974), it very likely – for the same reasons as a chargeback – wouldn't have been successful.
- AMEX could've administered the matter better than it had; overall, though, the outcome would remain the same here – and the minor delays or inconveniences didn't categorically justify compensation.

Mr F disagreed. He said AMEX agents had told him, several times, that he'd receive a refund for the charge and that the evidence he'd provided was sufficient. Mr F also remained unhappy at the level of service he'd received. So, as no agreement has been reached, Mr F's 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.

For completeness, I'll set out that the chargeback process provides a way for AMEX to help a customer claim a full or partial refund of the amount they paid on their card if certain things go wrong with what they've purchased. Chargeback disputes are subject to rules, which set out an exhaustive list of reasons why a dispute can potentially be raised.

It is, generally speaking, good practice for a card issuer to attempt a chargeback where the right exists and there's a reasonable prospect of success. That said, they're not guaranteed to be successful, and a consumer isn't able to demand one. A chargeback can be defended too; the party which received the payment – generally known as the 'merchant' – can resist a chargeback attempt.

Fundamentally then, AMEX can determine whether to raise a chargeback at all – or whether to continue pursuing one. It didn't formally raise one with the merchant here or pursue the claim. So, I've considered whether that was fair.

The evidence supplied by Mr F, as I understand it, didn't contain any documentation or written acknowledgment that the charge was refundable. Rather, Mr F explained that he'd been told that verbally. I've also seen he supplied an email from the merchant in which the author alluded to passing his request for a refund to another team. So, I can see Mr F did try to resolve the matter with the merchant in the first instance – and I've no reason to doubt what he's said about being verbally assured the charge was refundable.

There's argument to say AMEX could've contacted the merchant here; the email the merchant sent to Mr F shows there was clearly some – albeit very limited – discussion about a refund. But, on balance, even if AMEX had done that, I'm not persuaded the chargeback would've proved to be successful. Crucially, in scenarios like this, the chargeback rules require *confirmation* from the merchant that a refund is due, or a copy of any refund notice. No such evidence exists here, the email from Mr F received from the merchant doesn't explicitly confirm a refund is due, and there's nothing else from the merchant which validates Mr F's claim that he was due to receive a refund. Without it, given the chargeback rules, I don't think any chargeback raised here had much chance of success.

Mr F will, understandably, be disappointed with that; I've no cause to doubt his testimony, and it's clear he tried to engage with the merchant directly. In my view, the merchant hasn't helped its position by seemingly not responding further, but the fact is that I can't comment on its actions. All I can look at is whether AMEX fairly assessed Mr F's chargeback request and, in the circumstances, for the reasons I've explained, I'm not persuaded it caused Mr F to lose out by not pursuing his chargeback.

I've also considered whether AMEX should have considered Mr F's request for a refund in the context of Section 75. In short, that section makes AMEX jointly and severally liable for any breach of contract or misrepresentation by the merchant. For broadly the same reasons I have set out above though, I don't think there's evidence of either a breach of contract or a misrepresentation. So, I don't think AMEX needed to pursue that route either.

As a final point, I know Mr F was unhappy with how AMEX handled his dispute – and I can understand why. It seems there was some minor communication breakdown, an expectation created within Mr F that the dispute would be successful, and some small administrative errors when initially logging the dispute and subsequent complaint. Overall, though, while each of those aspects individually and collectively are surely going to be frustrating, it doesn't unequivocally mean financial compensation is due.

The fact is that, sometimes, inconvenience and poor service occurs as a part of our daily lives. AMEX has acknowledged that it could've handled things better than it did, and I agree

it should have, but in the round, I don't consider there to be grounds for awarding financial compensation. AMEX still dealt with the dispute in a reasonable time, and any administrative errors didn't, from what I can see, cause Mr F an avoidable financial loss or harm.

In closing then, while I'm sorry to disappoint Mr F, I don't think AMEX's assessment of his chargeback caused him to lose out. So, it follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 April 2026.

Simon Louth
Ombudsman