

The complaint

Mr O complains about the way American Express Services Europe Limited trading as American Express ('Amex') handled his claim for a refund.

What happened

The background to this complaint is well known by both parties so I'll focus my decision on my findings which I've set out below.

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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Whilst I very much sympathise with Mr O's situation in this case, from what I can see Amex has acted fairly and reasonably in the way it dealt with his claim for a refund.

I take on board what Mr O says happened. He says in July 2025 he placed an order for luxury (five) goods (the 'goods' or 'items') valuing a total of just over £3,600. Mr O says that whilst the five packages arrived at the address and to the person he named on the order, there was nothing inside the packages. So, I'm satisfied the delivery was made to the correct address which Mr O doesn't seem to dispute. The issue is that he says there was nothing in the packages that arrived. Because he used his Amex credit card he raised a claim against Amex at around the same time as the retailer.

Dealing first with the chargeback as this seems to be the route Amex considered the claim under, I can't say there's sufficient evidence to show Amex has acted unfairly or unreasonably in terms of not continuing with the chargeback for each item which is a scheme it runs for disputes such as the ones in this case. I note Amex did initially say that whilst the matter was under review, Mr O wouldn't be responsible for the payments that were due in respect of the items being disputed. But this decision was later reversed. Based on the evidence from the retailer showing delivery of the packages which it says contained the relevant items Mr O ordered, I can't reasonably or fairly say Amex acted incorrectly when it decided not to continue to pursue the dispute under its chargeback scheme. I don't think the evidence presented by Mr O was sufficient to show the items weren't delivered to the nominated person at the correct address. So, I don't think his chargeback had a reasonable prospect of success based on all the evidence in this case.

In terms of a claim for breach of contract under section 75 of the Consumer Credit Act 1974 ('section 75'), in reaching my conclusion not to uphold this part of the complaint, I've had regard to relevant law including the Consumer Rights Act 2015. I also note here that I'm satisfied Mr O met all the conditions for bringing a section 75 claim against Amex.

I can see Amex did investigate the issue of whether the packages were delivered correctly via its chargeback scheme. The retailer was able to provide details about the delivery including information it had (in turn) received from the courier. This included photographic evidence of the packages being delivered. The retailer also said that the recipient was sent a code that had to be scanned by the delivery driver before the packages could be delivered. This all seems to be persuasive evidence, on balance, of the goods being correctly delivered.

Mr O's argument is the retailer being able to show evidence of delivery isn't sufficient to show the items were actually inside the packages that were delivered. But the retailer has also provided the weight of each individual package. All five packages had varying weights. As our investigator has pointed out, if the packages were empty it would seem unlikely that there would be a variation in weight between each package. Further, the photographs taken by the delivery driver at the point of delivery shows what appears to be packages that were intact, or at least, didn't seem to have been tampered with.

I appreciate Mr O understandably wants verifiable evidence that the items he ordered were in the packages which were delivered. However, looking at what the retailer has been able to provide to Amex, I don't think there's sufficient evidence to show the items he ordered weren't delivered to the recipient he asked the retailer to deliver the goods to. I think Amex took reasonable steps to investigate Mr O's claim for a refund. And based on all the information it received from both Mr O and the retailer, I don't think there's sufficient evidence for me to say Amex is liable for breach of contract under section 75. I've noted the further evidence Mr O has provided. But based on what was reasonably available to Amex at the time of his claim, I'm satisfied Amex acted fairly and reasonably here.

For all these reasons, and whilst I know this will be a disappointing outcome for Mr O, I'm not upholding this complaint. As noted above, my role is to try to resolve things informally. So, Mr O doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

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 O to accept or reject my decision before 24 February 2026.

Yolande Mcleod
Ombudsman