

### **The complaint**

Mrs D is unhappy with AMERICAN EXPRESS SERVICES EUROPE LIMITED's ('Amex') handling of her request to retrieve funds for a purchase she made using her Amex charge card.

### **What happened**

I issued my provisional findings to both parties setting out why I did not think Mrs D's complaint should be upheld, and invited both parties to provide any further submissions in reply to my provisional decision.

The background to this complaint was set out in my provisional decision together with my provisional findings, which are included below and now form part of this final decision.

#### Background

Between 28 May 2023 and 2 September 2023 Mrs D made several payments to a company for a course she wanted to take. The course was to be released to Mrs D on receipt of the final course payment. The total cost of the course was £15,000 and was intended to last for two years once started.

Mrs D had access to the course from September 2023 and found it was not the course she had expected it to be. Promises from the course supplier suggested the course would be revamped; however, in January 2025 Mrs D learned of the course supplier's insolvency.

On 25 February 2025 Mrs D called Amex to attempt recovery of the course costs, but was told too much time had passed to raise a chargeback dispute. The following day Mrs D called Amex to ask that a claim be raised under Section 75 of the Consumer Credit Act 1974.

Amex raised the Section 75 claim. However, in mid-April 2025 Amex declined the claim as the charge card Mrs D had used to pay for the course was not covered by the protections of Section 75.

Mrs D complained to Amex that they had not done enough to help her, but Amex concluded they had not done anything wrong.

Our Investigator concluded Amex had not done anything wrong or acted unfairly. In summary, they found Mrs D had brought her request to Amex too late for them to raise a chargeback dispute, and Mrs D's charge card was not covered by the protections of Section 75. The Investigator also considered Mrs D's concerns that Amex did not alert her to the fact her charge card would not be protected under Section 75 before she made the first course payment; however, the Investigator concluded Amex hadn't done anything wrong here as they found Amex had no responsibility to have highlighted this to Mrs D.

Mrs D disagreed with the Investigator's findings. In summary, Mrs D said she had understood she was purchasing the course using a credit facility, therefore Section 75

should apply; the course supplier took her money despite knowledge of their own insolvency; inability to produce the call recording prior to her first course payment should not be held against her; she had raised the dispute promptly with Amex once she became aware of the course supplier's insolvency; and she was only two days outside of the scheme provider's time-limits. Mrs D did not think Amex had treated her fairly.

### Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have only included a summary of what has happened above, and I may not respond to every point each party has made, but I have considered all the available evidence and submissions and focused on what I consider relevant to reaching a fair and reasonable resolution for both parties.

I have no doubt this matter has caused Mrs D a great deal of worry given the sum involved, and my findings here are not intended to add to Mrs D's difficulties in relation to this matter, but I must consider whether, in the circumstances, Amex have done something wrong or acted unfairly in some way taking into account Amex's obligations and responsibilities.

For the avoidance of doubt, my considerations here are limited to Amex's actions only as the provider of financial services, so I am unable to consider the course supplier's actions.

As the provider of financial services Amex have two different mechanisms available to them to attempt recovery of funds for customers. Mrs D asked Amex to consider both.

#### Chargeback

Chargeback is a mechanism by which the card issuer – in this case Amex – may be able to, in certain circumstances, recover funds on behalf of the cardholder. Chargeback follows the strict rules of the card scheme provider (in this matter, American Express) and there is no obligation on the card issuer to refund a cardholder or assist the cardholder, although it would be considered good practice for them to do so where a reasonable prospect of success for the dispute exists.

The card schemes do not fall within the jurisdiction of the Financial Ombudsman Service, so I am unable to require the card schemes to run their chargeback in a particular way, although I can consider whether the card issuer has fairly applied the rules of the chargeback scheme.

Amex did not raise a chargeback dispute for Mrs D because they said Mrs D had brought her dispute too late, and so I've considered whether in the circumstances of this case if it was fair of them not to raise a dispute.

A chargeback must be raised using a particular reason code. In this case, Mrs D has mentioned both the course not being what she expected it to be (of those sessions she did attend), but also that she did not receive the full course promised (which was to run until September 2025).

Given Mrs D's concerns, I think either of the following reason codes could have been considered by Amex – Goods / services not as described or Goods and Services Not Received.

But regardless of the reason code, the scheme provider's rules set out for each a limited

time in which a dispute must be raised and in either case Mrs D brought her dispute too late.

For goods or services not as described the scheme rules available set out the maximum time within which a dispute can be raised is 120 days from the date of the transaction or from the date the services were received.

Mrs D's submissions are that when she started to attend the course she found it not to be what she had expected (due to out-of-date data being used), and that around June/ July 2024 the course supplier indicated the course would be updated.

Mrs D's last payment to the course and when she gained access to it was on 2 September 2023. Mrs D raised the dispute with Amex on 25 February 2025, so this was more than 120 days later. And even if I were to take the later time of June / July 2024, Mrs D still raised her concerns more than 120 days after this.

For the reason code goods and services not received, the maximum time to raise a dispute is set out as 120 days from the date of the transaction; or whichever occurred first: 120 days from when the card member expected to receive the goods / service, or 120 days from when the card member learned the expected goods / service would not be provided. Although this could not exceed 540 days from the date of the transaction.

As noted earlier, Mrs D's last payment for the course was made on 2 September 2023, which was also the point Mrs D said access to her course started. Mrs D did not contact Amex to raise a dispute until 25 February 2025, which was more than 120 days later.

And although Mrs D says she did not become aware of the course supplier's insolvency until 11 January 2025, by the time Mrs D approached Amex to raise the dispute on 25 February 2025, this was more than 540 days since the last course payment had been made.

I'm aware Mrs D has said she was only two days outside of the 540-day time-limit when she first contacted Amex, and I realise how close this is to the deadline for the card scheme provider's timeframe; however, the time-limits are strictly adhered to and, as I've explained, I have no authority over the card schemes.

Given the dispute was brought outside of the set timeframes in this matter, I think Amex fairly applied the card scheme provider's framework of rules when deciding not to raise the dispute for Mrs D, as the dispute was out of time.

## Section 75

Section 75 is a different mechanism by which consumers may be able to seek financial protection for purchases they have made using specified types of credit.

It is not disputed that Mrs D made the payments with her Amex charge card. And that her Amex charge card requires her to clear the outstanding balance each month.

Our Investigator set out that Mrs D's charge card does not benefit from the protections of Section 75, but Mrs D says her charge card is a form of credit so ought to be covered by Section 75.

While Mrs D may have a temporary credit each month through her charge card, what is relevant here is whether the Consumer Credit Act 1974 recognises the charge card as a form of credit for the purposes of Section 75. And in short, it does not.

I realise the position Mrs D has found herself in is not of her making, and the total cost of the

course is not a small sum, but I don't think Amex have acted unreasonably in declining Mrs D's Section 75 claim given Section 75 did not apply to these particular transactions made using Mrs D's charge card.

#### Other matters

I have considered Mrs D's concerns that when she called before making the first course payment, Amex did not put her on notice that her charge card would not be protected by Section 75.

It has not been possible to obtain a copy of the call recording given the time that has now passed. When the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened given the available evidence and wider circumstances.

From my review it seems more likely than not Mrs D called to enquire about the limits on the charge card – both parties from their respective recollections and notes appear to agree Mrs D's call related to what amount of credit she had available, and it would have been explained to her that her charge card (due to the nature of how it is repaid each month in full) had no limit. There is nothing persuasive to suggest Mrs D called to specifically question what protection she may have had making purchases using the charge card.

I think it's fair to say Mrs D's query about the available credit was answered as she went on to make the course payments over the next few months. And I am not aware of any requirement or obligation on Amex to have introduced the subject of Section 75 during such a call. So I've not seen enough here to persuade me that Amex did something wrong or acted unfairly in this regard.

I'm aware of the evidence Mrs D has submitted relating to the course supplier's insolvency, and I am sorry to learn these events have impacted Mrs D financially and personally, but I cannot consider the course supplier's insolvency and what that might mean for Mrs D. I can only consider Amex's actions and as I've explained above, in the circumstances, I have not found enough to say they have done anything wrong or acted unfairly in this particular case.

Given the circumstances, Mrs D may wish to seek independent legal advice to explore any other options she may have against the course supplier.

#### Responses to my provisional decision

Amex replied to confirm acceptance of my provisional decision.

Mrs D responded to request further time to provide a response and an extension was granted until 24 November 2025, but Mrs D has provided no further submissions.

#### **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.

As the extended deadline has passed and neither party has provided me with any further evidence or submissions to consider, I see no reason to depart from the conclusions reached in my provisional findings above.

That is, for the reasons set out in my provisional findings, given the circumstances, there was not enough evidence here to reasonably conclude that Amex did something wrong or

acted unfairly when engaging with Mrs D, or in their handling of the chargeback or Section 75 claim.

### **My final decision**

For the reasons above, my final decision is that I do not uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 29 December 2025.

Kristina Mathews  
**Ombudsman**