

The complaint

Mr A complains that American Express Services Europe Limited ('Amex') declined his claims for purchases made using his Amex credit card account.

What happened

Mr A booked a return flight for him and his family to a country that I'll refer to as X. The return flight from X included a stopover for five days in 'Y'. He chose to use the visa application service advertised by X to cover his stopover in Y.

When Mr A arrived at the airport in X for his flight to Y, he was prevented from boarding his flight. Mr A says the airline advised him to buy a separate flight from Y to the UK at an additional cost. Mr A's family boarded their scheduled flight and, as Mr A has a disability, this caused him significant trouble and upset. Mr A believes he was prevented from boarding his scheduled flight because of a technical issue with the airline's systems. He then discovered his visa for Y had been emailed to him before he went on to fly to the UK via Y. Mr A complained about what happened to the airline. He was unhappy it hadn't taken his disability into account and separated him from his family.

The airline said a third party was solely responsible for providing the visa application service Mr A had used. It said that when he arrived at the airport in X, it had no records of his visa so it didn't allow him to fly. Further, the airline also recorded Mr A as a 'no-show' passenger, and it had added charges for this when it rebooked his flight.

Mr A contacted Amex to help him get a refund of the flight he was prevented from boarding, £25 for unplanned accommodation and £35 for travel costs. He said he'd received a refund of the second flight he'd booked. Amex initially raised a chargeback on Mr A's behalf for "goods or services not received" but the airline defended it. It said Mr A didn't have a visa to travel to Y. Instead, it had exchanged his ticket for another flight and he had paid the fare difference and applicable charges. So, the airline said Mr A had used the flights he'd paid for. Having considered this evidence, Amex said it wasn't able to pursue things further.

Amex went on to consider a claim under Section 75 of the Consumer Credit Act 1974 ('Section 75'). However, Amex told Mr A he hadn't shown there was a breach of contract on the airline's part.

Unhappy with Amex's response, Mr A referred his complaint to our service. He asked for a refund of his ticket, his rebooked flight, accommodation and transport costs. He also asked for compensation for stress, inconvenience and the breach of his disability rights under the Equality Act 2010.

Our investigator reviewed the relevant chargeback rules and said Mr A wasn't entitled to a refund under the airline's terms and conditions. These set out that it had the right to refuse carriage if, in its opinion, Mr A didn't meet the visa requirements or have the right travel documents.

The investigator said the airline hadn't breached its terms and conditions by seating Mr A

separately from his family. Because of this, it was reasonable for Amex to decline his Section 75 claim.

In response, Mr A said the airline's staff didn't tell him they couldn't see his travel documents. Instead, they said he was "not okay to board", and this may have been a system error. At Mr A's request, his complaint was referred for an Ombudsman's decision.

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.

Whilst I have considered the information submitted by all the relevant parties, and the legislation, rules and regulations Mr A has referred to, I won't be commenting on it all. I'll address only what I consider to be crucial to the outcome of this complaint. This isn't intended as a discourtesy to either party but reflects the informal nature of our service.

I've not addressed any customer service issues Mr A experienced with the airline, including his concerns that the airline discriminated against him and breached the Equality Act 2010. Instead, my role here is to look at whether Amex acted fairly in light of its limited role as a provider of financial services. In considering if Amex has acted fairly, I've thought about how it could have helped recover Mr A's money. In that respect, I consider the relevant chargeback scheme and Section 75 to be particularly relevant.

Chargeback

Chargeback provides an avenue for a bank to raise a dispute with a merchant where something has gone wrong. However, it doesn't cover all eventualities, it isn't a legal right and isn't guaranteed to get a customer a refund.

Mr A told Amex he hadn't received the service he paid for. Having reviewed the relevant chargeback codes, I've not seen any other grounds on which I think a chargeback would likely succeed. So, I think this was the most suitable reason and Amex was right to raise a chargeback for him. However, the rules say a chargeback for this reason can be challenged if the airline can provide evidence that the passenger participated in their flight. The airline defended the chargeback with evidence showing Mr A's flight to X was rebooked and he boarded his ongoing flight from X to Y and from Y to the UK. Having considered the airline's evidence, Amex decided the chargeback was unlikely to succeed if pursued further.

I accept Mr A says he had to pay fees to rebook his flight. However, under the chargeback rules, this isn't a valid reason to pursue a chargeback. In the circumstances, I don't think this decision was unreasonable or that Amex was obliged to pursue things further.

Section 75

Section 75 allows a customer to submit a claim for breach of contract or misrepresentation by a supplier to their credit provider. Having considered the evidence, I think the technical conditions for a Section 75 claim have been met, so I don't intend to cover this point in detail.

In its final response to Mr A's complaint, Amex said he hadn't provided documents to show a breach of contract by the airline. Having reviewed the available evidence, I think this conclusion was reasonable.

The airline's terms and conditions say it has the right to refuse carriage if, in its exclusive opinion, Mr A does not meet the visa requirements. Mr A says he wasn't told by the airline

that he couldn't travel because it didn't have a copy of his visa and was instead told he was "not ok" to travel. However, the documentary evidence provided by the airline says it didn't allow him to travel because he didn't have a valid visa when he arrived at the airport for his flight. So, I don't think it was unreasonable for Amex to conclude that the airline's terms and conditions allowed it to refuse Mr A to board his scheduled flight.

Mr A arranged his visa using the website advertised on the airline's website. However, the airline says the visa service is provided by a third party and it isn't responsible for this service. The airline's terms and conditions say it may contain links and pointers to sites maintained by third parties, and it doesn't operate or control services provided by these third-party sites. So, I don't think the airline had a responsibility to ensure Mr A's visa was in order for him to travel.

Instead, the airline's terms and conditions say it is Mr A's responsibility to obtain and present his visa and it has no responsibility to refund his fare if he doesn't have all travel documents needed for his journey. Overall, I think it was reasonable for Amex to conclude there was insufficient evidence that the airline had breached its terms and conditions. Because of this, I don't think Amex was obliged to pay Mr A's claim for accommodation or travel costs as a result of being denied boarding.

I think it was reasonable for Amex to conclude the airline hadn't breached its terms and conditions in refusing to allow Mr A to board his scheduled flight. I note Mr A is unhappy the airline applied a 'no show' penalty even though he was at the airport. However, I've not seen any evidence to show the airline wasn't entitled to apply the charges it did when rebooking the flight. I also haven't seen any evidence to show the airline breached any other terms of its contract with Mr A.

Overall, I think Amex's decision to decline Mr A's Section 75 claim was reasonable because there is insufficient evidence to show there was a breach of contract on the airline's part. So, whilst I recognise Mr A is very disappointed with the airline's actions, I don't think Amex is obliged to accept his Section 75 claim.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 March 2026.

Victoria Blackwood
Ombudsman