

The complaint

Mr C has complained that American Express Services Europe Limited “AmEx” declined his claim for money back in relation to a publishing package he paid for using his AmEx credit card.

I understand Mr C is being assisted by his son but as Mr C remains the complainant, I will only be referring to him throughout this decision.

What happened

All parties are familiar with the facts of this case so I will only set out a summary. In January 2024, Mr C paid £1,180 using his AmEx credit card to a supplier (who I’ll refer to as P) for a book publishing package. Mr C says P didn’t provide the service under the contract such as publishing of the book and proof reading or editing of the book for example.

In October 2024, Mr C raised a dispute directly with AmEx explaining the above. AmEx considered both a claim under its chargeback process as well as section 75 of the Consumer Credit Act 1974 (Section 75). It declined both claims as it said P had provided evidence that it had worked with Mr C to deliver the service and was prepared to finalise the publishing of the book.

Mr C complained that the services P had provided were sub-par (such as the book cover), and the failure of P to complete some amendments Mr C had asked for. He added that the book hadn’t actually been published at all so there was a clear breach of contract. AmEx declined Mr C’s complaint on the same basis as it had declined his claim.

Unhappy Mr C referred his complaint to this service. He re-iterated his earlier concerns. Mr C’s complaint was considered by one of our investigators. They also agreed that there was insufficient evidence to show that P had failed to deliver the service agreed under the contract so felt AmEx’s answer to both his section 75 and chargeback claim wasn’t unfair.

Mr C remained unhappy, he reiterated his earlier points saying P had made false claims and it was clear the service hadn’t been provided. As the complaint couldn’t be resolved, the complaint has been passed to me to make a 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.

Firstly, I’d like to reassure Mr C, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of this complaint in this decision as I’m required to decide matters quickly and with minimum formality. Our rules allow us to do this.

Whenever a consumer makes a claim for money back from their bank, businesses like AmEx have two potential ways to retrieve money back for consumers. A claim under

chargeback and a claim under section 75. I will initially look at Mr C's claim under the chargeback process.

Chargeback

Under the chargeback process, AmEx is able to ask for a refund directly from P under specific circumstances through the AmEx chargeback scheme. There are various reason codes that can be used. AmEx's role is to ensure the facts and evidence submitted are enough for it to request a refund on Mr C's behalf under a specific reason code. It's important to note that not all disputes are captured by the chargeback rules. Some disputes simply do not entitle a consumer to request a refund through the chargeback scheme. Common reasons that enable financial businesses to request a refund include goods/services not being provided or being defective.

Based on Mr C's explaining that P hadn't provided the services agreed to, AmEx raised a chargeback under the goods/services not received reason code of the scheme. But this was defended by P providing evidence to AmEx that it had engaged in providing Mr C with the service but he'd withdrawn from the contract unexpectedly. At this stage, AmEx decided to not pursue the chargeback any further as it felt his claim didn't have a reasonable prospect of success.

The chargeback rules are prescriptive, and certain conditions need to be met before a claim is likely to succeed. For services not provided, Mr C needs to prove that P either failed to deliver the service completely or failed to deliver partially. But the evidence provided by P to AmEx didn't support his allegation. P provided screenshots of the chat function within the online system it used to communicate with Mr C and deliver the service. This showed that it had communicated with Mr C, it provided and amended Mr C's book cover and completed several amendments to the text. It also repeatedly asked for Mr C to sign off on a final copy of the manuscript and for this to be uploaded onto the system they were using to deliver the service so they could move on to the next stage of publishing the book. Mr C then raised the dispute with AmEx. It said it was willing and able to complete the final part of publishing service but Mr C had unexpectedly raised a dispute and had withdrawn from the contract.

I would add that under the chargeback scheme rules, Mr C had 120 days from the date of the purchase or the expected delivery date of the service to raise such claims. Mr C's purchase date was 17 January 2024 and he didn't have a specific date of delivery noted on the invoice submitted. So, when he raised his claim in October 2024, AmEx also had to consider that his claim might also be out of time under the rules.

Based on the evidence presented to AmEx, and the implications of when he raised his claim, I don't think it was unreasonable for it to conclude that his claim under the chargeback process didn't have a reasonable prospect of success. It wasn't the case for example that the merchant's defence was noticeably poor or lacking in credibility. I appreciate why Mr C was so disappointed with the outcome of this claim but based on what I've seen, I don't think AmEx has acted unreasonably or incorrectly. And I don't think Mr C has lost out because of anything AmEx did/did not do.

Section 75

It may be helpful to explain that I need to consider whether AmEx – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr C's claim. Section 75 is a statutory protection that enables Mr C to make a 'like claim' against AmEx for breach of contract or misrepresentation by a supplier because he paid for the goods using his AmEx credit card. So, I need to consider whether, based on the available evidence, it was fair and reasonable for AmEx to respond to his claim in the way that it did, and if not, if there's grounds for me to uphold Mr C's complaint and order a remedy.

There are certain conditions that need to be met for section 75 to apply such as financial limits. From what I've seen, I think those conditions have been met and AmEx doesn't appear to dispute this.

In order to uphold Mr C's section 75 claim on the basis that there has been a breach of contract or misrepresentation, the onus is on Mr C to evidence that claim. As Mr C's claim is that there has been a breach of contract, he would need to show that P breached the contractual terms (either express or implied) so now AmEx is liable to offer a remedy. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that any services carried out must be carried out exercising reasonable care and skill. The CRA sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

As mentioned above, as Mr C is making the claim, the onus is on him to evidence his claim. I want to assure Mr C that I've looked at everything he's provided including the consumer reviews and the evidence he has collected about the merchant. I have considered that he wasn't happy with the standard of work provided by P. But I've also looked at the evidence presented to AmEx by P.

For example, in the messages exchanged between P and Mr C on the online system P used, I can see Mr C commented in February 2024 that "*The book cover looks very good, particularly the picture of parliament*". Many messages were exchanged in the following months with Mr C suggesting amendments to the text, the author information etc and P replying that the amendments had been made. I can also see the merchant asked for a final copy of the manuscript to be uploaded onto the system they were using so P could move onto the next stage of publishing the book. I understand Mr C said he'd uploaded this onto the "one drive" and P kept asking for him to upload it onto the system it was using. After this, Mr C raised his dispute.

I want to make it clear that section 75 does not allow for consumers to request a remedy such as a refund simply because they're unhappy with the service or because a merchant doesn't meet their expectation. Nor is it usually enough for a consumer to provide their own opinion as to whether the services provided were sub-par. AmEx would need to see evidence proving breach of contract, such as evidence that P failed to or refused to deliver the service, or independently verifiable evidence that the service provided was not of reasonable quality rather than Mr C's own opinion that the service was sub-par. The evidence provided showed that some of the services were provided, (even if Mr C wasn't eventually happy with this), and some services couldn't be provided as Mr C had raised the dispute before P received a copy of the manuscript on the requested system to enable it to move on to the next stage of publishing.

I understand why Mr C is disappointed but I don't think it's unfair to conclude that the evidence presented in this case falls short of what would be required to demonstrate there has been a breach of contract by P. I want to make clear that I'm not saying that nothing at all has gone wrong here, clearly there has been some miscommunication regarding the uploading of the manuscript and Mr C is unhappy with the service he has received. But I don't think the evidence he has submitted is sufficient to show that there has been a breach of contract on the part of P. So, I don't think it was unreasonable for AmEx to respond to his claim in the way that it did at the time it considered the complaint.

Overall, I don't think there are grounds for me to uphold Mr C's claim either under section 75 or chargeback. While I can see Mr C is very disappointed with the way P delivered its service, I don't think he's been able to provide corroborative evidence to support his claims that either P failed to/refused to deliver the service, or that the aspects P did deliver were sub-par. Having reviewed his complaint in its entirety, I don't think overall AmEx has acted unfairly and find no grounds to uphold Mr C's complaint. However, I should point out that Mr C doesn't have to accept this decision. He is free to pursue the matter by more formal means such as through the courts.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 May 2026.

Asma Begum
Ombudsman