

The complaint

Mr B complains that American Express Services Europe Limited (AESEL) didn't do enough to help him when he told them about a dispute he had with a merchant over goods paid for using his AESEL credit card.

What happened

In January 2025, Mr B ordered an engagement ring from a supplier I'll call 'E'. He paid £3,000 for this using his AESEL credit card.

E contacted Mr B saying the ring was in stock but then told him the maker of the ring had sent the wrong size to them. E then contacted Mr B saying the correct size ring had been put in the wrong bag. E then dispatched the ring to Mr B.

Mr B says he didn't receive the ring he'd ordered. He says he received a different, cheaper ring and this was witnessed by two people who were with him when he opened the packaging.

Mr B contacted E who agreed to investigate what happened. They subsequently told Mr B that the ring he said was delivered to him, wasn't one they stocked. So, they didn't agree to accept the return of the item from Mr B or agree to refund him.

Mr B turned to AESEL for help. AESEL considered a claim for him under Section 75 of the Consumer Credit Act 1974 (s75) but declined it. They said, in summary, that E had provided reasonable evidence to them showing the correct ring was delivered to Mr B and, as a result, there was insufficient evidence showing E had breached the contract. Mr B complained to AESEL, but they didn't uphold the complaint.

Mr B then referred his complaint to our service. Our investigator didn't think AESEL had acted unfairly in declining Mr B's s75 claim as she felt she hadn't seen enough evidence to persuade her that E breached the contract.

Mr B didn't agree with our investigator and so his 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.

I want to acknowledge that I've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr B and AESEL that I've reviewed everything on file. If I don't comment on something, it's not because I've not considered it. I have though concentrated on what I think are the key issues. Our powers allow me to do this.

I'm considering here whether AESEL acted fairly and reasonably in how it handled Mr B's dispute. It's important to note though that AESEL is a separate business to E, who is the

supplier/retailer. Our service isn't able to look at a complaint against E in relation to the order Mr B placed with them, as they're not a provider of financial services. Selling goods to customers isn't itself a financial service.

As Mr B used his AESEL credit card to pay for the item he ordered from E, I consider that s75 and the chargeback scheme are relevant as they are avenues AESEL could reasonably have explored to recover a refund for him.

S75

This essentially sets out that, in certain circumstances, where Mr B paid for goods, in part or in whole, on his AESEL credit card, and there was a breach of contract or a misrepresentation by the supplier, AESEL can be held responsible. I'm satisfied the necessary criteria for Mr B to make a s75 claim was met. So, I've gone on to consider whether AESEL acted fairly in declining this.

Mr B sent in evidence to AESEL to support his s75 claim which included photos he'd taken of the ring he says he received, the order he'd placed with E which he says showed what he'd received was different to what he'd ordered, his attempts to resolve the matter with E and two witness statements.

I've looked at the photos Mr B sent to AESEL and these, in my view, show that the ring in those photos was very different to the ring he ordered from E. However, I also note that AESEL contacted E as part of its investigation, and that E sent them a photo which they say showed that the ring Mr B ordered was the one that was packaged and delivered to him. I've looked at that photo which shows a ring, which looks to match the description of the ring that Mr B ordered, placed in a plastic pouch alongside a package showing Mr B's name and address.

In my opinion, we have two very different accounts of what happened. It's not possible for me to say with any real degree of certainty which set of photos accurately capture what happened. As such, I don't think it was unfair for AESEL to have concluded that E's version of events was plausible. I've also seen that AESEL asked E to provide CCTV footage of the ring being placed in the package at their warehouse and that E told them they no longer had that footage available. So, I think AESEL did fairly try to get to the bottom of what happened.

As I've mentioned, AESEL isn't the supplier and I'm deciding whether I think they acted fairly. Overall, I think they did fairly consider Mr B's s75 claim.

Chargeback

The other avenue AESEL could have explored was chargeback. This involves AESEL disputing payments made by Mr B on the card through a dispute resolution scheme operated by the relevant card scheme operator (which here was American Express).

I would normally expect a credit card issuer to attempt a chargeback if there was a reasonable prospect of this being successful.

Our investigator said in her view that AESEL acted fairly in how they dealt with the chargeback. I haven't though seen evidence that AESEL considered a chargeback. From what I've seen, they only considered s75.

However, I don't think AESEL unfairly deprived Mr B of the chance of reclaiming the money he paid by not considering a chargeback, if they indeed didn't consider this. The most appropriate chargeback reason code for this dispute would have been '*goods not as*

described. But AESEL had already approached E as part of its s75 investigation and had received what they felt was plausible evidence about what happened (the details of which I set out in the previous section of my decision). So, I don't think it likely a chargeback would have been successful. I think it likely E would have defended the chargeback on effectively the same basis as how they responded to AESEL's request for information for the s75 claim. And I think it likely that AESEL wouldn't have then pursued this further.

Overall, and for the reasons I've set out above, I don't find that AESEL acted unfairly in how they handled Mr B's request for a refund. I note that Mr B is unhappy with how AESEL conducted their investigation and the length of time this took. But I don't think any failings here made a difference to the overall outcome AESEL reached. And Mr B is of course free not to accept my decision and/or pursue the matter directly with E if he wishes.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 May 2026.

Daniel Picken
Ombudsman