

The complaint

Mr C is unhappy American Express Services Europe Limited (AESEL) has rejected his claim for a refund for a laptop.

What happened

Mr C bought two laptops from an online supplier in April 2025 using his AESEL credit card. He says when he received the packages only one laptop was inside (Laptop 1), alongside the box for the second laptop (Laptop 2) containing just its accessories. He complained to the supplier, but it said the courier had delivered the parcels correctly. Unhappy, Mr C raised a dispute with AESEL, seeking a refund for the Laptop 2, of just under £2,250.

AESEL raised a chargeback against the supplier, but it defended the claim. The supplier provided proof of delivery and said it had asked its warehouse team to confirm the weights of the package were consistent with what it expected. AESEL thought there was enough evidence to defend the claim, so didn't take the chargeback further.

AESEL then considered a claim under Section 75 of the Consumer Credit Act 1974 (S75 CCA). Mr C provided photos of the packaging and laptop box, saying the seals were broken when it arrived. AESEL didn't uphold the claim, as it said there wasn't sufficient evidence to show the supplier hadn't dispatched the laptop.

Mr C didn't agree and sent AESEL more evidence about the weight of the laptops from third-party websites. He said:

- The laptop manufacturer lists the weights as 1.24kg for Laptop 1, and 2.14kg for Laptop 2.
- A different online retailer listed the weights of the laptops and their packaging: Laptop 1 as 2.34kg and Laptop 2 as 3.83kg. Mr C said the total of the parcels should have been around 6.17kg, similar to the 6.0kg weight the supplier estimated.
- The courier recorded the weight of the two parcels as 3.95kg.
- Mr C calculated the weight of Laptop 1 and the packaging for both laptops as 4.03kg – saying the courier's recorded weight proves Laptop 2 was missing.

Our Investigator didn't uphold Mr C's complaint. She said AESEL had looked at the wrong code for a chargeback but it didn't change the outcome as the supplier had defended the claim, and AESEL acted reasonably when it didn't take the claim further. She also said that while there were discrepancies with the recorded weight of the package during the shipping, this wasn't sufficient to conclusively show the supplier hadn't sent the laptop to Mr C.

Mr C remained unhappy with the outcome. He added the supplier has since entered administration so it was unlikely he could recover the money another way. The case has now been passed to me for a decision.

I issued a provisional decision, which said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm intending to reach a different outcome to that of our Investigator – and I'll explain why.

Mr C has made several detailed points in his complaint. I've considered everything he's said and all the information on the file. But in my decision, I don't intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I've reached my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

I also think it's worth clarifying that I'm not making a finding on the dispute between Mr C and the supplier. Instead, I'm deciding whether AESEL has treated Mr C fairly and reasonably when helping him with his dispute, in line with its obligations as the provider of the financial services.

S75 CCA

AESEL reviewed Mr C's dispute as a S75 CCA claim. AESEL is a different business to the supplier, so I can't hold it responsible for everything that may have gone wrong. Instead, S75 CCA allows a borrower under a credit agreement to make a like claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of the goods. There are certain conditions to be met for a valid claim to be considered, and I think they've been met here.

There are implied terms under the Consumer Rights Act 2015 that unless agreed otherwise the contract includes a term that the supplier must deliver the goods to the consumer. And that, unless the consumer arranges their own carrier, the goods remain at the supplier's risk until they come into the physical possession of the consumer.

Mr C has confirmed he received a parcel from the supplier with Laptop 1, and the packaging and accessories for Laptop 2. He also says there were no signs of tampering to the parcel, but the packaging for Laptop 2 had broken security seals. The courier's evidence also supports that the parcel arrived undamaged and without unreasonable delay to the address provided by Mr C. The key point in dispute is whether AESEL has reached a fair conclusion when saying the supplier hasn't breached the contract, and provided Laptop 2 to Mr C.

Mr C has provided compelling information from third parties he says shows the weight of both laptops, with and without packaging. He's also highlighted discrepancies with the recorded weights at different stages of the delivery journey. AESEL accepts there are discrepancies but doesn't agree this is proof the supplier didn't ship Laptop 2, or that the courier didn't deliver it. It argues the differences in weight aren't exact enough to match the weight of the laptops and it can't verify the screen shots Mr C provided from a third-party website.

I'm mindful Mr C alleges someone has removed Laptop 2 from the parcel, either at the dispatch stage or in transit - which is a very serious allegation. I'm conscious the Financial Ombudsman might not be the best forum for Mr C's allegations as we can't cross examine witnesses or look at the actions of individuals. I also think AESEL would have faced the same challenges when considering the evidence Mr C provided. I'm sympathetic to Mr C's situation as I appreciate it's difficult to prove you've not received something. My role here is to consider the actions of AESEL when it handled Mr C's claim for a refund under S75 CCA – and overall, I don't think it's fairly considered the evidence Mr C has provided.

Mr C's argument is that the total weight of Laptop 1 and packaging (2.34kg) plus the weight of just the packaging for Laptop 2 (1.69kg) would equal 4.03kg, only slightly more than the weight of 3.95kg recorded by the courier. He says the supplier shipped the parcel with a labelled weight of 6.0kg, and the total expected weight for the two packaged laptops should be 6.15kg. So, he says this proves Laptop 2 was missing from the parcels delivered to him.

I accept there are still several facts that are unknown. For example, I don't know if the courier has accurately recorded the weight of both parcels as 3.95kg and I can't see AESEL has explored this further. AESEL says it's reviewed the third-party evidence Mr C provided and can't verify it, but I've been able to find very similar example weights for the laptops and their packaged weights by searching online. Overall, I think the discrepancies mean there isn't a persuasive explanation for how both laptops and all the packaging could have reasonably weighed the 3.95kg recorded. I think Mr C has provided consistent testimony, he raised the missing laptop with the online supplier right away. Therefore, on balance, I'm minded to conclude there has been a breach of contract.

As a result, I think AESEL hasn't considered the S75 CCA claim fairly based on the evidence available. I've thought about whether this had a further impact on Mr C, and while I understand he's been very disappointed with the outcome, I don't think AESEL needs to do more than refund the cost of the goods. I say this because it considered the claim within a few weeks and kept Mr C updated.

To put things right, I think AESEL needs to refund the cost of Laptop 2 to Mr C. As Mr C paid by credit card, AESEL should rework the card with the refund from the date it rejected the claim on 9 June 2025 – as I'm satisfied it had all the above evidence to reach a fair outcome at that time.

Chargeback claim

I don't think I need to go into detail about how AESEL handled the chargeback claim. This is because I've already decided Mr C should get a refund through the S75 CCA claim, even if I think AESEL didn't handle the chargeback reasonably.

I said I intended to direct AESEL to rework Mr C's credit card to refund the £2,249.99 he paid for Laptop 2.

Mr C accepted my findings, but AESEL didn't. AESEL said it didn't agree with the suggested weights for the laptops. It provided screenshots of an online search engine's results, which it said estimated the boxed weight of Laptop 1 as 1.67kg and Laptop 2 as 2.14kg. It said this made the total shipping weight around 3.82kg, close to the 3.95kg given by the courier. AESEL also questioned if Mr C received one parcel or two from the supplier – and if the recorded weight from the courier is for just one box.

AESEL requested I make a final decision on the complaint.

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 don't intend to repeat the findings I already made in my provisional decision here – instead I will focus on the further comments provided by AESEL.

AESEL has provided its own evidence regarding the weights of the laptops, and I've reviewed this carefully. I've noted the evidence is an AI Overview summary from a search engine, and while AESEL says it shows the expected boxed weights, I'm not persuaded it's entirely accurate. I say this because the weight given for Laptop 2 is the same with and without the box and accessories, and I don't think this is likely. In comparison, the evidence Mr C provided is from an online retailer who supplied the same goods and listed the package weights for each item on its website, which are different to those the manufacturer lists for the laptops alone.

I've considered AESEL's information estimates the additional weight of the packaging for Laptop 1 at 0.43kg. If I take this as an estimate for the packaging on Laptop 2 using AESEL's figures, it means the expected total weight would be around 2.57kg. This would bring the total combined weight of the two laptops and packaging to 4.24kg – still more than the courier's recorded weight.

In my provisional decision I explained there are discrepancies with the weights of the parcels from the supplier and courier, and there wasn't a persuasive explanation for how both laptops could be included in the 3.95kg weight recorded by the courier. I'm not persuaded the new information from AESEL explains these discrepancies.

I've also considered AESEL's concerns about the number of parcels for the order. It says the 6.0kg estimate from the supplier relates to two parcels and suggests 3.95kg would be one of the boxes containing just one laptop. This contradicts the arguments AESEL has made above that both laptops could be in a single parcel of 3.95kg.

It isn't clear if the supplier sent one box or two, and there are discrepancies here from both the supplier and courier. But I think, on balance, it's unlikely this recorded weight is for just one laptop in its box based on all the available evidence I've seen. In any event, I don't think it makes a difference to my findings – as I explained, I think AESEL needed to do more to explore these discrepancies when Mr C made the claim.

I've balanced the available evidence, including AESEL's new submissions and the evidence and testimony from Mr C, and I'm persuaded it's more likely than not there was a breach of contract by the supplier. I therefore uphold the complaint and think AESEL needs to put things right as I previously said.

My final decision

My final decision is to uphold this complaint. American Express Services Europe Limited must do the following:

- Rework Mr C's credit card as if it had refunded £2,249.99 to the account on 9 June 2025 (this includes removing any applicable interest and charges).
 - If this results in a credit balance, it should refund this to Mr C, adding simple interest at 8% yearly from the date of the credit balance to the date of settlement.

If American Express Services Europe Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

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

Hannah Dunkley
Ombudsman