

## **The complaint**

Mr P complains about disputed transactions on his American Express Services Europe Limited (“AMEX”) account and about the way he was treated by AMEX.

## **What happened**

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr P complained about unauthorised transactions on his account between June and September 2025. He says he didn’t sign up to the subscription with the merchant these payments were made to, and he asked AMEX to block this. Mr P says he was told by AMEX that cancelling his card would prevent further payments to this merchant, but it didn’t. So, Mr P says this was the incorrect information and feels he wasn’t treated fairly by AMEX. Mr P says he pays an annual fee for this card, and as compensation he would like some of this fee refunded.

AMEX says it has refunded Mr P the transactions he disputed and it cancelled his card as a precaution. AMEX says it informed him that he would need to cancel his subscription with the merchant directly and it doesn’t think it has treated Mr P unfairly.

Our investigator considered this complaint and didn’t uphold it. As AMEX had already refunded the transactions in dispute there was nothing further to resolve here. He also considered the information given from AMEX and the service Mr P received but ultimately didn’t feel anything further was due. Mr P wasn’t happy with this outcome, so the complaint has been passed to me for a final 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.

I’d like to reassure both parties that although I’ve only given an overview of what happened, I’ve read and considered everything we’ve been provided in its entirety.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Generally speaking, AMEX is required to refund any unauthorised payments made from Mr P’s account as per section 83 of the Consumer Credit Act 1974 and the Payment Services Regulation 2017. I’ve seen that AMEX has refunded the disputed transactions complained about here and Mr P says the payments have stopped, so as this element of the complaint is now resolved I need only to consider Mr P’s complaint about the service he received and the information he was given in relation to these transactions.

I’ve listened to the call recording of Mr P reporting the transactions to AMEX. He initially

spoke to the disputes team and explained he was trying to raise the dispute online but was instructed to call AMEX. He was then passed to the fraud team at AMEX and the advisor explained that as he said he didn't make these payments and had no connection with this merchant the fraud team would log this as fraudulent. This meant it needed to cancel his card, issue a new one and investigate the transactions complained about. Mr P expressed his unhappiness that his card would be blocked, and he would have to wait for a new one. He was told by AMEX that this is the procedure when raising a fraud claim. Mr P responded to say he didn't want to raise this as fraud, and he was transferred back to the disputed transaction team.

During this call it was confirmed that a dispute would be raised about the relevant transactions and the advisor then read out a mandatory disclosure for the merchant block. This disclosure stated that transactions may be posted after this block, and Mr P should contact AMEX in the event this happens for further assistance. She also informed Mr P that the block does not terminate any contractual agreements with the merchant, and it is his responsibility to cancel his subscription.

I understand Mr P feels he was given incorrect information during the call, and for that he has asked for compensation. However, I don't agree. The information given by AMEX did not confirm no other payments would be taken from his account, in fact he was told that he would need to cancel the subscription with the merchant himself to avoid future payments. Mr P says he didn't sign up to this subscription but based on the information found online it seems that other users had also signed up to this subscription without realising. And in any event, the subscription circumstances and the way the merchant operates is not something I can hold AMEX responsible for.

Overall, I can see AMEX has refunded the disputed payments and considering the service provided and the information he received, I don't think AMEX has done anything wrong. So, I will not be asking it to do anything further.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 February 2026.

Sienna Mahboobani  
**Ombudsman**