

## The complaint

Mr S says American Express Services Europe Limited, has treated him unfairly in relation to a transaction on his credit card which paid for flights.

## What happened

On 03 May 22 Mr S used his American Express Services Europe Limited (Amex for short) credit card to purchase flights from an Airline costing £678.66. He says he quickly realised he'd made a mistake and called the Airline repeatedly to make use of a free cancellation option within 24 hours of booking. Mr S says despite trying "*they (the Airline) never picked up the phone*". So he called Amex.

Amex spoke to Mr S repeatedly over a period of time. It raised a chargeback which the Airline defended. The Airline indicated that Mr S didn't cancel the tickets and was treated as a 'no show' when the flights boarded and then flew. But the Airline did pay him a partial refund but refused a full refund. So Amex didn't refund Mr S his Airline tickets. But it did pay him £75 for what it considered were its own customer service failings. Mr S wasn't happy with BOS' position, so he brought his complaint to this service.

Our Investigator felt BOS didn't have to do anymore. And Mr S remains unhappy and so this complaint comes to me for 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.

Mr S accepts he didn't speak to the Airline within the 24-hour free cancellation period and thus didn't cancel the flights in the required manner. He says he tried to repeatedly and has provided evidence of this. Nevertheless it is clear that Airline treated him as a 'no show' so it didn't consider he'd cancelled the flights.

I've considered Mr S' evidence of repeatedly trying to contact the Airline. I consider this to be significantly short of evidence that the Airline didn't provide the phone service with reasonable skill and care. So I'm satisfied it didn't breach the implied contract term here which is in place through the Consumer Rights Act 2015. Accordingly I'm satisfied Mr S didn't cancel the tickets due to a breach by the Airline. And as the tickets were non-refundable I see no persuasive reason for the tickets to be refunded in full. I note that the Airline gave a voluntary partial refund. So Mr S got some money back.

And as Mr S wasn't due a refund in the circumstances I see no persuasive reason for Amex to refund Mr S. It can be held equally liable under a 'like claim' in certain circumstances. However as there is no breach of contract or material misrepresentation here Amex has no obligation to refund Mr S for the flight tickets.

I've also considered chargeback here. Mr S raised a dispute with Amex, and it supported him by raising the chargeback with the Airline. The Airline responded by explaining that Mr S

didn't cancel and was treated as 'no show'. So Amex didn't carry the chargeback forward as it didn't consider it had a reasonable prospect of success. I've considered the circumstances and evidence here and I think Amex treated Mr S fairly. There wasn't a reasonable prospect of success. Accordingly Mr S' complaint is unsuccessful.

For completeness I shall now turn to some of Mr S's arguments. He says Amex didn't do enough to provide evidence to the Airline that he tried to cancel the flights. But the Airline's terms are clear there is no right to a refund as Mr S suggests. It says "*refunds in these circumstances can be requested by calling...*" so clearly a request has to be logged with the Airline and it will deal with the 'request'. But Mr S admits he never spoke to the Airline in the crucial period.

Mr S says the chargeback should have been done quicker. This wouldn't have made a difference. The prescribed manner of cancellation in these circumstances was Mr S to speak to the Airline call centre. But he never did in the required time period. So even if Amex had done the chargeback instantly on balance I'm satisfied it wouldn't have been successful because Mr S didn't cancel in the required time period in the required manner.

Mr S says Amex told him he'd be successful. I'm not persuaded that this is a correct reflection of what happened here. But even if it had, Mr S wouldn't have got his flights fully refunded. Because no such refund was due. All Mr S would have received was an award reflecting the customer service he received. And I can see he's already received a fair award for the customer experience he had from Amex.

Mr S says he spoke to Amex for over four hours. I don't dispute that. But for me to make Amex pay more for its customer service I would need to be persuaded that Amex hadn't treated Mr S fairly in its awards it has paid to him. I can see that Mr S made repeated calls to Amex. But I'm not persuaded Amex got its position on the refund wrong. In the circumstances I think Amex has treated Mr S fairly.

It is unfortunate that Mr S made the initial mistake which he accepts he made in booking the tickets. And it's unfortunate that Mr S didn't get through when he rang the Airline. And he knew he had 24 hours to cancel the booking with the Airline but failed to do so. These facts mean that no refund is due. And I'm satisfied Amex has properly redressed its customer service failings.

I appreciate that this isn't a decision which Mr S wishes to read. And I appreciate that this decision will mean Mr S' avenues for recouping the cost of the flights will be significantly limited. But this does not mean that Amex has done anything wrong in dealing with the issues arising from this transaction which it hasn't already fixed. Or that it should refund him.

So all in all having considered the matter and everything Mr S has said, I'm not persuaded Amex has treated Mr S unfairly. So unfortunately for Mr S his complaint does not succeed.

### **My final decision**

For the reasons set out above, I do not uphold the complaint against American Express Services Europe Limited. It has nothing further to do in respect of this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 December 2023.

Rod Glyn-Thomas  
**Ombudsman**