

## The complaint

Mr B complains about how American Express Services Europe Limited (“AESEL”) dealt with his chargeback in relation to a television he says was not delivered.

## What happened

In or around January 2023 Mr B ordered a television and paid £2,134 for it with his American Express credit card. The television was supposed to be delivered to his home in January, but Mr B insists that this did not happen. In February he raised a chargeback with AESEL.

At first the chargeback was successful. The merchant did not provide evidence that the TV had been delivered, and so AESEL wrote to Mr B to tell him that his dispute had been upheld. In a final response letter (sent by email) dated 17 April 2023 (Mr B having complained about an earlier communication<sup>1</sup>), AESEL told him that the £2,134 had been “*permanently credited*” to his account on 11 April. That letter went on to say “*The Manager of this team [the Disputes Team] has ensured that the credit will remain permanent, and we can close this case.*”

However, on 9 May AESEL re-debited the money from Mr B’s account. It says this was because the merchant had belatedly provided new evidence showing that the television had been delivered after all. AESEL says it sent Mr B a second final response letter, on 16 May, explaining this about-face; Mr B denies that he received this email. He raised a second chargeback, but this was declined too, and AESEL refused to raise a third one. Meanwhile, Mr B brought this complaint to our service. He asked for the £2,134 to be refunded to him. (He also sought to complain that AESEL should have reconsidered his case under section 75 of the Consumer Credit Act 1974, but our investigator told him that he would have to raise a new complaint with AESEL about that before our service could consider it. Therefore this decision is only about the chargeback dispute.)

Our investigator thought that AESEL had dealt with the chargeback dispute fairly. But she also thought that AESEL should have made it clear to Mr B in April that the outcome of the dispute could still change if the merchant provided new evidence. And she said that AESEL should have warned Mr B that it was going to re-debit his account in advance of doing so. Because of this, she recommended that AESEL pay him £50 for his distress (in addition to the £50 which it had paid him in April to resolve his original complaint).

Mr B did not accept that decision. He asked for an ombudsman to review his case.

## 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.

Having done so, I agree with the investigator that AESEL was entitled to change its mind when the merchant provided it with the new evidence, notwithstanding what its letter in April

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<sup>1</sup> AESEL upheld Mr B’s complaint about that matter and paid him £50. That issue is not part of this complaint.

had said. And I also agree that the April letter should have warned Mr B that this could still happen. It must have come as a shock to him when he found out that the payment had been re-debited, after being told that it had been credited to his account permanently. On that basis, I uphold this complaint; I think that £50 is fair compensation for that shortcoming.

But I do not require AESEL to refund the purchase. The merchant provided enough evidence to defend the chargeback dispute. And AESEL went further than it had to when it opened a second chargeback dispute; the outcome of that was of course the same, and it did not need to raise a third one.

### **My final decision**

So my decision is that I uphold this complaint in part. I order American Express Services Europe Limited to pay Mr B £50 (in addition to the £50 it paid him in April). I do not require it to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 November 2023. But apart from that, we will not be able to consider any further representations about the merits of this complaint.

Richard Wood  
**Ombudsman**