

## **The complaint**

Mr C complains that he's being asked to pay interest by American Express Services Europe Limited, trading as American Express, on an item he didn't receive.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 know it will disappoint Mr C, but I don't think American Express have been unreasonable here. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When an item Mr C had ordered from a merchant was stolen before he took receipt of it, Mr C made a claim to American Express under section 75 of the Consumer Credit Act 1974. The claim was referred to this Service and American Express agreed to settle the claim in Mr C's favour, refund the £1,100 the goods had cost, and pay 8% simple interest per year on the outstanding debt until the claim was settled.

Subsequently Mr C complained to American Express again as he didn't think he should have been charged interest on the debt whilst it remained on his account. I don't think it would be fair for Mr C to pay interest on a debt this Service has decided he shouldn't have accrued. But I note that American Express have refunded over £75 of interest and that our original investigator asked them to pay 8% on the outstanding debt until the original claim was settled. I'm required to decide what is fair having considered all of the relevant rules, regulations, and guidelines, and I think the redress Mr C has already received is likely to have been at least equivalent to any interest accrued on the goods through his credit card account. I don't therefore think American Express have been unreasonable and I'm not asking them to take any further action.

## **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 23 August 2023.

Phillip McMahon  
**Ombudsman**