

The complaint

Mr P complains that American Express Services Europe Limited (AMEX) didn't uphold his Chargeback Request. He would like £100 compensation and a refund of goods not received and/ or damaged.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here. Instead, I will focus on giving the 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.

Having done so I have reached the following conclusions:-

- The Chargeback Scheme is a voluntary scheme, but we do expect businesses to raise claims on behalf of customers if it seems there is a reasonable chance of success. AMEX raised a chargeback on Mr P's behalf which is what I would have expected it to do.
- I appreciate Mr P's frustration. In its final response letters, the main reason AMEX gave for declining the claim was lack of proof Mr P contacted the merchant. Mr P has evidenced that he did email the merchant. AMEX acknowledged this in its communication with us but didn't feel Mr P's contact was sufficient. However, I don't think that is the main issue here.
- Consumers are expected to evidence missing or damaged goods. I've seen the photos from Mr P and a delivery photo provided by the merchant. The latter shows no damage to the box whereas Mr P's photos show a damaged underside. I am inclined to accept the box arrived damaged as the merchant's photo didn't show the underside of the box
- However, a damaged box doesn't evidence damaged goods. Mr P's photos of the inside of the box show some items wrapped in bubble wrap. I can't see any evidence of leakage within the box. Damage to the outside of the box could have been caused by the box being stored, transited, or kept on delivery near some water rather than by leaking items. And Mr P hasn't provided any photos of the items that show damage. So, I don't think he has provided sufficient evidence of damaged goods.
- In terms of missing items Mr P ordered 7 items. In the photo provided I can see 3 items in bubble wrap and two cardboard tubes. However, the information provided doesn't confirm items are missing – some may have been wrapped together for example.
- Unfortunately, as consumers do need to evidence damage or loss of goods I don't

think the evidence Mr P provided was sufficient . So, I don't think AMEX were unreasonable in declining his chargeback request. On this basis I can't reasonably ask AMEX to refund the cost of the goods or pay compensation as Mr P would like.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 October 2023.

Bridget Makins
Ombudsman