

## The complaint

Mr S is unhappy with how American Express Services Europe Limited (AESEL) handled his request to raise a dispute on his credit card account.

## What happened

In December 2023, Mr S made a purchase totalling £1,499. This was for goods he says were due to be delivered on 8 December 2023. On 30 December 2023, Mr S logged a dispute with AESEL online and explained he hadn't received the purchased goods.

AESEL responded and said Mr S must allow for the expected delivery date to pass before it could investigate. The dispute was then closed with Mr S invited to contact AESEL again if the matter remained unresolved after the expected delivery date. On 2 January 2024, Mr S contacted AESEL via its online chat service, asking why his dispute had been closed.

The advisor initially repeated the previously given reason of having to wait for the expected delivery date to pass. They then also added that AESEL actually needed to wait 15 days after the delivery date before it could investigate further.

Mr S confirmed the expected delivery date was 8 December 2023 and therefore more than 15 days had already passed. Given this, the advisor explained they would now raise the dispute. Mr S asked for a complaint to be raised regarding AESEL's handling of the matter.

Mr S explained that when first logging the dispute, 15 days had already passed. Therefore, it should never have been closed in the first place and was closed for a reason which wasn't correct. The advisor confirmed they would raise the dispute and the complaint for Mr S.

However, before doing so, the advisor explained to Mr S that he had input the date of 30 December 2023 on the dispute form where it asked for the cancelled/returned/refused or the expected delivery date. Mr S confirmed this and said he gave that date (the same date as he initially logged the dispute) as the claim wouldn't be accepted if it was left blank.

The advisor explained it was because of the 30 December 2023 date being input that the dispute had been closed. That date being given made it seem that at that time, 15 days hadn't passed from the expected delivery date. In reply, Mr S said he still wanted a complaint to be raised in addition to the dispute being reopened. The advisor confirmed the dispute process moving forward and that a complaint had been successfully raised.

On 12 January 2024, AESEL issued its final response. In this it said Mr S had logged a dispute on 30 December 2023 and this had been processed with a temporary credit for the full disputed amount being applied to Mr S' credit card account on 3 January 2024. Given this, AESEL said it didn't believe any error had been made by it. Mr S disagreed and referred his complaint to our service. He said the complaint didn't relate to the outcome of the dispute, but AESEL's service and inability to follow a dispute through without its customer prompting them every couple of days.

One of our investigators considered the complaint and concluded that AESEL hadn't acted

unfairly. He said when first raising the dispute, Mr S gave the expected delivery date as 30 December 2023. Based on this date, AESEL couldn't raise the dispute at that time and closed the matter. When Mr S clarified the expected delivery date was 8 December 2023, the dispute was raised the same day.

Mr S remained unhappy and said the matter was only reopened because he actively went to AESEL asking why the dispute had been closed. He said it shouldn't be for the customer to have to chase AESEL for things to be progressed.

As Mr S disagreed, the complaint has been passed to me to decide.

### **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 would like to point out 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.

I appreciate that Mr S has indicated that he first raised the dispute with AESEL sometime in mid-December 2023. The evidence from AESEL shows the dispute being created and initiated by Mr S on 30 December 2023. Given this, and that no evidence has been provided to suggest otherwise, I'm satisfied that Mr S first made AESEL aware of the dispute on 30 December 2023.

When first raising this matter, it doesn't appear to be disputed that Mr S gave the date of 30 December 2023 when completing the cancelled/returned/refused or the expected delivery date section of the form. This is confirmed in the screenshots of the online chat he provided. Mr S says this question didn't apply to his case as he hadn't cancelled, returned, or refused the goods, but as a date was needed for the dispute to be submitted, he was forced to put one in.

The chat screenshots show that the section Mr S was being asked to complete included when the expected date of delivery was. I feel the expected delivery date did clearly apply to Mr S' dispute and I see no reason why he couldn't have input that date (8 December 2023) when he first completed the form, instead of the incorrect 30 December 2023 date.

Evidence from AESEL and the chat screenshots show that the reason for the dispute being closed when Mr S first raised it was because AESEL must allow the expected date of delivery to pass. Mr S logged the dispute on 30 December 2023 and told AESEL the expected delivery date was the same day. So given the dates Mr S provided, I'm satisfied AESEL was correct in closing the dispute when it did and for the reasons it provided. Had Mr S given the correct expected delivery date, then I think it likely AESEL would've raised the dispute swiftly, like it did on 2 January 2024, when Mr S clarified the expected delivery date was 8 December 2023.

I acknowledge here that Mr S did have to contact AESEL again for the dispute to be raised, after his initial contact with it. But as I've said, this was due to the incorrect information being provided and not because of any error AESEL made. In total the chargeback was raised within days of AESEL first being made aware of the dispute, which I feel is reasonable in the circumstances.

**My final decision**

I don't uphold Mr S' complaint against American Express Services Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 31 July 2024.

Paul Blower  
**Ombudsman**