

The complaint

Mr O complains about emails and text messages sent by American Express Services Europe Limited (AESEL) (Amex).

What happened

Mr O has an Amex credit card that previously had a credit limit of £30,000. At the beginning of March 2022 Amex sent Mr O an email that said it was reducing his credit limit to £27,160 following a review of his account. Amex's email said the change would take immediate effect.

From this point, Mr O received regular text messages and emails from Amex advising he was close to his credit limit.

Mr O contacted Amex on multiple occasions and asked about the messages he was receiving. A complaint was raised and Amex issued a final response, offering Mr O £50. In its final response, Amex said the messages Mr O was receiving could be switched off and shouldn't be sent going forward. But Mr O continued to receive the same messages.

An investigator at this service looked at Mr O's complaint. During the investigation, Amex advised the messages Mr O receives are considered to be *account administration* and can't be switched off by amending communication preferences. The investigator thought Amex had dealt with Mr O's complaint fairly and didn't ask it to do anything else. Mr O asked to appeal, so his case was passed to me to make a decision.

I reviewed the file and contacted Amex. I accepted that Mr O couldn't switch off the messages in question. But I thought Amex should've been able to easily explain that when Mr O contacted it over the course of his complaint. I said I intended to award a further £150, taking the total award to £200 for the distress and inconvenience caused. Amex confirmed it was willing to proceed on that basis. I also contacted Mr O and let him know about the increased settlement.

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've been brief in setting out the background above as all parties broadly agree about the circumstances of Mr O's complaint. As I've said above, I recently contacted Amex and said I thought the level of service provided to Mr O fell short and that he should've been able to get a straight forward answer to his questions. Amex's final response advised the messages could be switched off, but it's since confirmed that information was wrong. Amex has confirmed the messages cannot be switch off and are sent when card holders approach the credit limit. Looking at the available information, I'm satisfied that's the case.

In my view, the way Mr O's enquiries were handled caused him a reasonable level of inconvenience. Amex has agreed to pay Mr O a further £150, taking the total settlement to

£200, to reflect the level of distress and inconvenience caused. I'm satisfied the increased settlement is a fair and reasonable way to deal with Mr O's complaint and reflects the issues he's raised. As a result, I'm going to proceed on that basis and uphold Mr O's complaint.

My final decision

My decision is that I uphold Mr O's complaint and direct American Express Services Europe Limited (AESEL) to pay a total settlement of £150 (less any compensation already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 22 February 2023.

Marco Manente
Ombudsman