

The complaint

Mr N complains about the standard of service he received from American Express Services Europe Limited when he used their live chat facility and tried to register a complaint.

What happened

I issued my provisional decision on this complaint on 18 January 2023, and this is what I said:

I've considered the relevant information about this complaint.

Based on what I've seen so far, I intend to uphold it, so there will be a different outcome to what our investigator proposed.

I'll look at any more comments and evidence that I get by 8 February 2023. But unless the information changes my mind; my final decision is likely to be along the following lines.

The complaint

Mr N complains about the standard of service he received from American Express Services Europe Limited when he used their live chat facility and tried to register a complaint.

What happened

In December 2021, Mr N contacted Amex via their live chat channel to enquire about viewing historic statements on a cancelled account using his banking app.

Mr N was advised that the only way to view these statements was to request paper copies.

Mr N's preference was for electronic statements, so he was dissatisfied with this solution and, when browsing Amex's website a few weeks later, he discovered they could be downloaded, and he had been misinformed.

Mr N was dissatisfied with the service he received so he contacted Amex again, via their live chat channel, to register a complaint. Mr N found the experience frustrating and distressing and added this to his complaint. This is because he found it necessary to make several attempts to register the complaint and felt the contact staff were dismissive and downplayed his concerns.

Amex investigated Mr N's complaints. Regarding the misinformation, Amex said the adviser didn't make an error, but the system was out of date. So, they upheld this part of Mr N's complaint and made a goodwill gesture of £50.

However, Amex didn't uphold Mr N's other complaint. They said Mr N's difficulties were because Mr N became "unresponsive" on the chat and the line disconnected.

Mr N was unhappy with Amex's response and the amount of their goodwill gesture, so he complained to our service.

Our investigator didn't uphold Mr N's complaint and, as he remains dissatisfied, his complaint has been referred to me to look at.

What I've provisionally 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 come to a different view to the investigator, and I intend to uphold this complaint for the following reasons.

As Amex accept they misinformed Mr N about accessing his historic statements, I first looked at their response and goodwill gesture to see if this was fair and reasonable to put this right.

Although I can see that Amex apologised and recognised that their error caused Mr N inconvenience, I can understand why Mr N feels they were "brushing aside his concerns". This is because Mr N believes the agent was responsible and, instead of just saying they made a mistake, Amex explained it was due to their systems not being updated.

However, I think Amex's response demonstrates that they took Mr N's complaint seriously. They run a busy contact centre relying on the latest information and I found their answer plausible. Also, I think it shows that Amex investigated Mr N's complaint and understood the root cause enabling them to improve and prevent a reoccurrence. So, I think Amex's reply showed they acted responsibly, and their goodwill gesture was fair and reasonable.

I then looked at Mr N's experience using Amex's live chat channel and I think this caused Mr N distress and additional inconvenience.

Whilst I understand Amex's operational needs and security procedures and reason for not upholding this part of Mr N's complaint, I don't think Amex made it easy for Mr N to register his complaint. Although it's not Amex's fault if there's a response delay, when Mr N was connected, I found there were occasions where Mr N had to unnecessarily repeat himself. Furthermore, he had at an early stage of the chat filed a formal complaint and given full details.

So, even though he subsequently became "unresponsive", I think Amex should've been more proactive in both reviewing his previous chat and taking forward his complaint. This would've prevented Mr N having to spend time repeating security checks and explanations, so I can see how Mr N was caused frustration and distress here.

In addition, I think the language used by an Amex adviser would've added to Mr N's distress. Mr N had a genuine concern and felt it was important for his complaint to be registered and investigated. So, although it may have been unintentional, I found Amex caused further upset when their adviser used the word "only" when summarising Mr N's complaint, and Mr N felt this downplayed the issue. And this, coupled with Mr N's difficult and frustrating experience trying to register the complaint, clearly added to Mr N's feeling that Amex weren't interested in his complaint.

So, considering the distress and inconvenience Mr N experienced when trying to register his complaint, I'm upholding this complaint.

To recognise this and the time and effort Mr N spent trying to register his complaint, I think Amex should pay Mr N £150 less any amounts already paid.

My provisional decision

For the reasons I've given above, it's my provisional decision to uphold this complaint and I require American Express Services Europe Limited to pay Mr N £150 compensation less any amounts already paid.

I'll look at anything else anyone wants to give me – so long as I get it before 8 February 2023. Unless that information changes my mind, my final decision is likely to be as I've set out above.

Neither party submitted any further information or evidence.

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.

As no further arguments or evidence have been produced in response to my provisional decision, my view remains the same.

I therefore adopt my provisional decision and reasons as my final decision.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mr N's complaint and I require American Express Services Europe Limited to pay Mr N £150 compensation less any amounts already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 17 March 2023.

Paul Douglas
Ombudsman