

## **The complaint**

Mr Y complains American Express Services Europe Limited (AESEL) have charged him fees for a second card account he didn't intend to take out.

## **What happened**

The details of this complaint are well known to both parties. And I've summarised them previously when looking at our jurisdiction for this case. So I won't repeat them again here. The facts aren't in dispute so I'll 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 agree with the conclusions reached by our investigator, for the following reasons:

- The circumstances described in AESEL's response to Mr Y's complaint satisfy me he wanted a replacement card in 2013 – not a second account.
- While AESEL may have created the second account to meet Mr Y's needs, there's no evidence it was made clear to him that it had happened. That was unreasonable.
- With a more reasonable service, I find it more likely than not Mr Y would have had a single account with two cards, like he says he thought he had. That would have meant he only paid one fee for his account.
- To put Mr Y in that position, AESEL should refund any second fee Mr Y has paid.

## **Putting things right**

I can see we've asked Mr Y for evidence to show what he's paid for his AESEL accounts over the years, but he's not been able to provide much detail. The best evidence I have are statements AESEL have provided for both accounts. These show Mr Y only paid a second fee twice – once in 2020 and once in 2022.

AESEL should refund those two fees to Mr Y, adding simple interest at 8% to acknowledge that Mr Y hasn't had the use he should have from this money. This should run from the date Mr Y originally paid the second fees to the date the refund is issued.

In addition, I can see Mr Y's felt frustrated and inconvenienced by this matter. To acknowledge that AESEL should make a compensation payment to Mr Y.

Picking an amount for this is a matter of opinion. But I find £100 suitable in this case to reflect that the sums involved don't appear to have caused Mr Y significant financial hardship. And that the inconvenience looks limited to exchanging correspondence and

making some phone calls.

On those phone calls, I can see our investigator suggested AESEL reimburse Mr Y for any call charges he can show were incurred as a result of this complaint. I consider that a reasonable step to take, given those calls wouldn't have been needed if the service had been more reasonable.

### **My final decision**

I've decided to uphold this complaint against American Express Services Europe Limited. If Mr Y accepts this decision, they'll need to pay the remedy I've described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 29 August 2023.

Paul Mellor  
**Ombudsman**