

The complaint

Mr B complains that American Express Services Europe Limited (Amex) required him to complete a name change form in order to change the direct debit mandate in connection with his credit card.

What happened

Mr B wanted to change the bank account from which his Amex credit card payments were taken via direct debit. So, on 18 July 2023 he submitted a direct debit form to Amex.

However, Amex declined the request as it noted that the name it held for Mr B didn't exactly match the name on the bank account Mr B was asking for the payments to be taken from. Specifically, Amex didn't have Mr B's first name recorded on its records (only his middle and last names), whereas the bank account he wanted the payment to be taken from was set up in his full name. Amex told Mr B he would need to complete a name change form with Amex in order for his direct debit change to be processed.

Mr B queried this with Amex explaining that he had been a customer for many years. He explained that he didn't use his first name and so he'd asked several years earlier to have his name changed on his Amex card, which he said Amex agreed to. Mr B said the name on his Amex *account* had remained his full name (including his first name) and so it was only his *card* that was different. Mr B also noted that the account he'd been paying the direct debit from until now was also listed in his full name, but Amex had not raised any issues with this previously.

Amex said that the name it held for Mr B's account was simply his middle and last name. It told Mr B that his previous direct debit had been set up many years ago when it could link the payment to any account. However, it was no longer able to do this.

In order to proceed with the direct debit changes, on 20 July 2023 Mr B completed a name change form as per Amex's request. His name was updated on the 24 July and the direct debit details were updated on 30 July.

However, Mr B was incredibly unhappy with what he'd been asked to do and raised a complaint. He felt Amex was being dishonest in stating that his name was incorrect on his Amex account and that it had forced him to sign a false document stating his name had changed when it had not.

Amex looked into things but didn't uphold Mr B's complaint. It felt it had followed procedure and given Mr B correct advice.

Mr B remained unhappy and brought his complaint to our Service. Mr B said the issue had caused him stress and wasted his time. To resolve his complaint he wanted an apology, for Amex to recognise it had made a mistake and £500 compensation.

Our Investigator looked into things but didn't uphold Mr B's complaint. They were satisfied Mr B's Amex account didn't include his first name and noted that Amex's regulations required the match of names in order to make the change he'd requested.

Mr B disagreed with their opinion and felt aspects of his complaint had been overlooked, in particular:

- The dishonesty of the Amex team, he said he never received a follow up transcript of the conversation he'd had.
- The fact Amex forced him to sign a false document.
- The fact Amex changed his name at some point without his consent.
- If Amex was simply following its procedures requiring the names to match, he would have been unable to pay his direct debit for many years as there has always been a name mismatch.

Our Investigator explained that providing a transcript had not formed part of the original complaint so it wasn't something our Service could comment on. They said Amex's records went back seven years and there was no record of a name change in this time.

Mr B continued to disagree with their findings and so 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.

As outlined by our Investigator, I cannot comment on complaint issues Amex hasn't first had the opportunity to consider and respond to. Which means I won't be commenting on the provision of the transcript within this decision.

Amex has provided evidence to show that its policy when setting up new direct debits requires that the account names match. And I think this is reasonable, particularly as a security measure. I appreciate that Mr B has been successfully paying a direct debit from an account with a mismatched name for many years. So, I can see why he feels there's been a sudden shift in Amex's position. However, Amex has confirmed that there has been a shift – it's explained that this policy wasn't in place at the time Mr B set up his previous direct debit and this is why the name mismatch didn't cause any difficulties at that time. Amex is ultimately entitled to change its policies and procedures and I've seen nothing that persuades me this change was unfair. Whilst Mr B has highlighted that Amex never contacted him about this policy change, it's clear Amex chose to adopt this policy in relation to new direct debits and didn't audit existing agreements. I'm satisfied this is a business decision it's entitled to make and there's nothing inherently unfair in this approach. So, I don't think Amex has done anything wrong here.

I've thought about Mr B's claim that his name on the Amex account was his full name and the only thing he ever changed was his card. I've seen evidence of Mr B's Amex account notes and its records of name changes which go back to 2016. Having considered this evidence, I'm satisfied Mr B's account was not in his full name (as he understood it to be) at the point he tried to change his direct debit. There's also no record of his legal name having ever been changed. Given this, I think it's reasonable that Amex required his name to be changed in order to set up the new direct debit.

I appreciate Mr B has told our Service he registered his name correctly when he first opened the Amex account many years ago. He's said he never asked Amex to change the legal name on his account, only his card name. Since receiving our Investigator's opinion and

being told Amex's account records show no name change at all, Mr B indicated that he thinks there's been some sort of historic mistake on Amex's part which predates the records – where it has changed his official account name rather than the card name as he requested. As outlined above, I can only comment on complaint issues that Amex has first had the opportunity to consider. This wasn't part of Mr B's original complaint and so this isn't something I can comment on within this decision. Of course, Mr B may raise this complaint with Amex separately if he wishes.

I have considered Mr B's concerns about being forced to sign the name change form when his name had not legally changed to resolve this problem. I can understand why he was unhappy about this considering the form he was asked to complete wasn't aimed at circumstances such as this one (the form mentions legal name changes via methods such as marriage and deed poll). That being said, what Amex needed to do was formally change its record of Mr B's legal name on its systems. This was an unusual situation and the form it asked Mr B to complete was the correct form for this process, even if it didn't match his circumstances. I also think it was reasonable for Amex to request a written record of this significant change. I recognise, with the benefit of hindsight, it would have been a better customer service if Amex had taken the time to understand Mr B's concerns about the form and worked with him to find a mutually satisfactory solution – perhaps a signed bespoke letter. Ultimately, however, I don't think Mr B was caused any detriment by being asked to complete this form. I say this noting Mr B was able to add text to the document he signed clarifying the circumstances, so I'm satisfied he was able to amend the form to ensure it was representative of his circumstances. Which means I won't be asking Amex to do anything further here.

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 B to accept or reject my decision before 20 February 2024.

Jade Cunningham
Ombudsman