

The complaint

Mr M complains that American Express Services Europe Limited (AESEL) has provided him with poor service on a number of occasions.

What happened

Mr M says AESEL has provided him poor customer service on a number of occasions including his queries about his AESEL card and the fact they ignored his statement twice that he was complaining about the non-receipt of his credit card. Mr M made a complaint to AESEL.

AESEL partially upheld Mr M's complaint. They said there were some occasions where they could have provided better service. They said Mr M got in contact with them on 18 May 2023, where it was clear he wanted to raise a complaint as he had not received his replacement card. They said while the chat agent checked to see that the card was issued, there was no acknowledgement or recognition of Mr M's complaint. There was also confusion with the chat agents regarding the closure of his account which Mr M requested. AESEL said they would send a cheque for £45 for the service errors to Mr M's address. But this would appear to be a typo in their response as they issued a cheque for £40. Mr M brought his complaint to our service.

AESEL made an offer to resolve Mr M's complaint after he had brought his complaint to our service and they said they were prepared to offer an additional £60 compensation, to total £100 compensation. Mr M originally accepted the compensation, but he later contacted our investigator to say he hadn't received the compensation from AESEL.

Our investigator said that the offer made by AESEL was fair. Mr M said although he had received the cheque and cashed it, he would still like an ombudsman to review his complaint. He said having reflected on the £100 offer, he felt this was inadequate as he had raised complaints on AESEL's chat facility which were ignored.

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.

Mr M has made a number of points to this service, and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I must make Mr M aware that I'm only able to consider the service issues that he originally complained to AESEL about and not the issues regarding the compensation after he had brought the complaint to our service. This is because Mr M would need to raise any issues about this separate issue with AESEL directly first.

For clarity though, I have asked AESEL to explain what compensation they paid Mr M as there were inconsistencies about this based on their final response saying they would be

paying him £45 and then they said there would be a top up of £60 to total £100 compensation. So I wanted to know how much they paid Mr M to say whether I considered this amount to be proportionate for the service issues Mr M originally complained about.

AESEL have confirmed that there was a typo in their final response letter, and this was supposed to say £40 and not £45. AESEL have confirmed this cheque was cashed on 22 June 2023. But AESEL have admitted they made a mistake with the top up compensation. Instead of reissuing a cheque for £60 to total £100 compensation that they said they would pay to resolve the complaint, they actually sent Mr M a cheque for £100. As Mr M said he didn't receive this, they cancelled this cheque and reissued another cheque for the higher amount (£100) again. This was cashed in on 24 October 2023. AESEL have told me that as the higher cheque was their error, they are happy to maintain this. So Mr M was paid £140 for the service issues he originally raised.

I've looked at the chats Mr M had with AESEL. Mr M was told that the card would be replaced on his 9 April 2023 chat. On his 28 April 2023 chat Mr M reported his card as lost. The chat agent asked Mr M *"May I know what exact question being aske(d) when you tried to process a replacement on your end?"*. Mr M doesn't reply, and the chat is disconnected minutes later. So as the chat had not completed with the information AESEL requested, then a replacement card wasn't ordered.

So Mr M uses the chat facility on 8 May 2023 to inform AESEL that he hasn't received his replacement card yet. The chat agent references the replacement card from his earlier chat though, and not the chat of 28 April 2023 regarding the lost card. Mr M is asked *"Please confirm if you agree with the date and shipping method?"*, but as Mr M doesn't agree before the chat disconnects minutes later, then the new card isn't ordered.

Mr M requested to raise a complaint on his 18 May 2023 chat as he still hadn't received his card, but AESEL say that the complaint wasn't raised here as the chat was abandoned before it could be raised. It was only on 19 May 2023 that Mr M's new card was ordered on the chat he had with AESEL on this date.

There is confusion on the chat on 4 June 2023 which leads to Mr M using a swear word and asking AESEL to cancel the card as he is fed up with AESEL's customer service. He then requests to close his account and raise a complaint about the service. And the chat agent does this.

So I do think there were examples of poor customer service. More than one chat agent failed to realise that Mr M was not referring to the replacement card in April 2023, and that is why they were saying it was showing as delivered in mid-April, instead of realising that Mr M was actually referring to his lost card that he raised weeks after the initial chat. I'm satisfied that AESEL could have probably raised Mr M's complaint earlier, regardless of if the chat was abandoned or not, and this is acknowledged in their final response letter.

So I'm persuaded that these service issues did cause Mr M distress as he ended up swearing and closing his account regarding the service he was receiving from AESEL as it didn't appear to him that they grasped what he was wanting to do. He was inconvenienced by having to raise the complaint again.

So I've considered what would be a fair outcome for this complaint. I'm persuaded that AESEL's offer that they put to Mr M of a total of £100 compensation was fair. This was in line with our awards for what happened here. But AESEL made an error with the compensation, and they actually paid Mr M compensation of £140. As they have said they would honour this, then I'm satisfied this is fair, and puts things right for Mr M.

Putting things right

AESEL suggested that they pay Mr M a total of £140 for distress and inconvenience, which I think is reasonable in the circumstances. But if Mr M has cashed in these cheques already, then they are not required to do anything further.

My final decision

I uphold this complaint in part. American Express Services Europe Limited (AESEL) should pay Mr M a total of £140 (less anything they have already paid him) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 February 2024.

Gregory Sloanes
Ombudsman