

The complaint

Mr A complains about charges and interest applied to his account by American Express Services Europe Limited (AESEL).

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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.

I know it will disappoint Mr A, but having read all of the information on file and listened to the various calls he has had with this Service and with AESEL, I don't think AESEL need to take any further action. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

The balance shown on Mr A's June 2023 credit card statement was £685.54 and a payment towards that balance was due by 30 June 2023. Mr A paid the full balance, but he made the payment a few days late and the balance, therefore, attracted some interest that was shown, alongside an additional transaction, for payment on his July 2023 statement. Mr A didn't pay anything towards the balance on his July 2023 statement as he thought the account had been settled.

I'm not persuaded AESEL did anything wrong here. Interest was due on the June 2023 balance as the payment was made late, and a fee was chargeable and further interest was due, in line with the terms and conditions of Mr A's account, when a payment towards his July 2023 statement balance was missed.

I understand AESEL were prepared to refund the late payment fee, but I don't think there is sufficient information to suggest they did anything wrong when they applied it. There was no discussion of the balance on the account during the call Mr A had with them when he cancelled his card, and AESEL sent him the July 2023 statement and an email advising him to look at it.

Mr A is disappointed that AESEL didn't call him back when he asked them to. I can understand that may have been particularly important to Mr A as he's explained he is dyslexic and that a call helps him to ensure he has correctly understood any written communication he receives. AESEL have explained they gave Mr A a goodwill payment of £50 when he explained calls hadn't been returned. They also explained that Mr A hadn't told them he was dyslexic. In the circumstances, I think £50 was reasonable compensation for any inconvenience that had been caused. It wouldn't be fair to suggest AESEL hadn't made reasonable adjustments for Mr A's dyslexia if they didn't know about it, and I think it should

have been clear to Mr A from the statement and his late payment, that charges remained on his account.

Ultimately, I don't think it would be fair to ask AESEL to take any further action here.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 May 2024.

Phillip McMahon
Ombudsman