

The complaint

Mr O complains American Express Services Europe Limited (AESEL) treated him unfairly when it closed his card account and loaded a marker at Cifas, the fraud prevention database. He's also unhappy with how it handled his complaint.

What happened

A summary of what happened is below.

Mr O held an account with AESEL. In August 2023, it undertook a review and requested proof of income and earnings from Mr O. Until it got the information it placed the account on hold.

Mr O gave AESEL copies of his bank statements and details of income earned through businesses. It reviewed the information but issued Mr O with 60-days' notice of its intention to close his facility.

Mr O did a data subject access request (DSAR) to see if this would affect his creditworthiness and noted it had also recorded a marker relating to false information having been submitted to it.

Mr O complained as he didn't think this was fair. He said he had clear evidence of his income being over and above the amount which it required and also questioned its rationale for closing the account.

AESEL didn't uphold Mr O's complaint. So, he came to us. In doing so, he said his primary concern was the marker that had been recorded as this would affect his financial standing. He also supplied copies of the information he gave AESEL and asked us to form a judgement.

One of our investigators reviewed all of this, together with what AESEL had provided but she didn't think it had treated Mr O unfairly in closing his account or loading the marker at Cifas. Mr O said he wished to understand her reasoning for this, so the investigator sent copies of the bank statements Mr O had given us and ones he'd sent to AESEL, which Cifas also held on file. She said he should compare them.

Mr O responded to say that one statement had been altered but he didn't know how and the fact still remained he had proof of income and earnings beyond what AESEL needed. He considered its actions disproportionate and wanted the marker removed.

When a consensus couldn't be reached, the case was put forward for 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.

Mr O has provided detailed submissions in support of his complaint but in line with the informal nature of our service, I will deal with the crux of the issues. I'm sorry to disappoint him but I'm not going to uphold his complaint – I'll explain why.

- Mr O has highlighted what the financial information he provided AESEL shows in terms of his income and other earnings. He thinks this needs to be addressed and no one has got to grips with this, but this isn't relevant. As AESEL didn't file the marker because of its income requirements, it filed it because it received bank account statement that was altered. Hence, the reference to false documentation.
- The marker that has filed is intended to record that there's been a 'misuse of facility' – relating to false documentation. In order to file such a marker, it's not required to prove beyond reasonable doubt that Mr O is guilty of a fraud or financial crime, but it must show that there are grounds for more than mere suspicion or concern. The relevant guidance says, there must be reasonable grounds to believe that an identified fraud or financial crime has been committed or attempted and the evidence must be clear, relevant, and rigorous.
- I've looked at the statement and there are a number of discrepancies. Mr O says he doesn't know how that occurred and points to AESEL telling customers that attachments can be altered or intercepted. I've thought about what he's said as our investigator did, but there's no evidence that anyone other than Mr O provided the information, or that it was altered by someone else as part of the process. There's also no persuasive explanation as to what an unknown third party would have to gain from doing this.
- In all the circumstances, I don't think AESEL has done anything wrong. I think it had reasonable grounds to record the marker, and I don't require it to remove it now.
- For completeness, I'm also satisfied AESEL was also entitled to close the account. The agreement Mr O had, allows either party to terminate the relationship. In AESEL's case, it needs to give the required contractual notice which I can see it did.
- Finally, Mr O also expressed concerns about how he felt AESEL dealt with the complaint. Complaint handling in itself isn't an activity we cover as it's not a financial service. So, I won't be commenting on this further, beyond noting Mr O was still able to refer his complaint to us for an independent review. That process is now complete.

For the reasons I've given, I won't be asking AESEL to take any steps to resolve this complaint as I have found no mistake.

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 O to accept or reject my decision before 4 December 2024.

Sarita Taylor
Ombudsman