

The complaint

Mr D complains that American Express Services Europe Limited (AESEL) ended his card agreement and cancelled his card.

What happened

Mr D held a credit card account with AESEL. On 19 August 2024 AESEL sent Mr D a letter advising him that it had ended his agreement and cancelled his card. The letter referred to a communication in Mr D's last two statements.

Mr D contacted AESEL and raised a complaint. He wasn't happy that the letter confirming the account closure had been sent after the event.

AESEL didn't uphold the complaint. It sent a final response to Mr D on 5 September 2024 advising him that it considered the matter resolved.

Mr D remained unhappy and brought his complaint to this service. He said it was pointless for AESEL to communicate information on account statements given that he wouldn't have looked at the statements as there had been no account activity and therefore no balance. Mr D was also unhappy about AESEL's complaints process. He said he'd never received a written acknowledgement of his complaint including information on how complaints would be handled and resolved. Mr D said he didn't think it was fair that AESEL hadn't followed its own complaints procedure. Mr D said to resolve the complaint he wanted his account reinstated and compensation of £100.

Our investigator didn't uphold the complaint. He said that AESEL had followed its policies and processes and that the notice of closure on the statement was in line with the terms and conditions.

Mr D didn't agree. He said he hadn't received any hard copy statements by post, nor had he received an email advising him that his statement was available to view online. He said it was therefore impossible for him to respond to any account closure notification. Mr D also said he was unhappy that AESEL hadn't dealt with his complaint in line with its complaints procedure.

Because Mr D didn't agree I've been asked to review the complaint.

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've reviewed Mr D's account statements. These show that the last transaction on the account was in June 2023.

I've also reviewed the terms and conditions of the account. These state that AESEL may end the agreement for any reason by providing 60 days' notice. The terms and conditions also state that AESEL may supply notices on or within the customers statements.

In this case, I can see that AESEL provided notice on Mr D's June 2024 and July 2024 statements informing him that his account would be cancelled if he didn't use it within 60 days. Following this and with no transactions having taken place, AESEL sent a letter to Mr D on 19 August 2024 confirming the closure of the account.

Mr D has said that he didn't receive any hard copy statements, nor did he receive a notification that an online statement was available to view. Based on the information I've seen, it appears that Mr D's preferences were set to paperless statements. I haven't seen anything in the terms and conditions which required AESEL to send a notification each time a statement becomes available online. Whilst I appreciate that Mr D has said that he didn't view his statements, I don't think it's unreasonable to expect a customer to go online and check their account statement each month.

Even if Mr D had received a notification to say that a statement was available for him to view, on his own case he wouldn't have viewed the statement as he's told this service that he knew that there was no balance and that he hadn't made any transactions on the account. So, I don't think a notification would've made any difference to the outcome here.

Taking everything into account, I haven't found any evidence to suggest that AESEL made an error when it closed Mr D's account.

I've taken account of Mr D's concerns regarding AESEL's complaints process. Complaints handling isn't a regulated activity so I'm not able to look into this further. AESEL has said that it resolved Mr D's complaint with him over the phone and that as such, a final response letter wasn't issued.

I understand that Mr D is disappointed at the closure of his account but for the reasons I've explained above, I'm unable to uphold the complaint. I won't be asking AESEL to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 January 2025.

Emma Davy
Ombudsman