

The complaint

Mr V complains that American Express Services Europe Limited (AESEL) cancelled his account due to dormancy.

What happened

Mr V held a credit card account with AESEL.

On 24 October 2024 AESEL sent a letter to Mr V advising him that they had ended his credit card agreement and cancelled his card due to the card not being used in the last 12 months.

Mr V contacted AESEL to query this. AESEL advised Mr V that it had informed him about the pending closure of the account on the last two monthly statements and had advised him of the need to make a purchase on the account in order to avoid closure.

Mr V complained to AESEL. He said he hadn't received any statements or notices relating to the account closure.

AESEL sent a final response in which it said it wasn't upholding the complaint. Mr V remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said he didn't think AESEL had made an error in closing the account. He said that the terms and conditions allowed AESEL to close the account for any reason by giving 60 days' notice, and that the reminders about the closure were clearly visible on the last two months statements.

Mr V didn't agree. He said the statements weren't in the AESEL app and he hadn't received notice of the closure in any other format. Mr V said he hadn't received 60 days' notice of the closure of the account

Because Mr V 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 know it will disappoint Mr V, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the terms and conditions of the account. These state that AESEL can end the agreement for any reason. There is a requirement to give 60 days' notice. The terms and conditions also state that notification of the agreement ending can be given to customers via statements.

I've reviewed Mr V's statements for August and September 2024. Both statements include details of the notice of account closure due to inactivity. The notice also stated that in order to avoid the account being closed Mr V would need to make a purchase transaction on the account.

I've also reviewed the letter dated 24 October 2024 which confirms closure of the account. Based on what I've seen, I'm satisfied that AESEL provided 60 days' notice of the closure, which is in line with the terms and conditions.

Mr V has told this service that he didn't receive any notice regarding the account closure by way of letters, emails or statements. He says that there were no statements on the AESEL app and that the statements don't exist.

I've looked into this. AESEL has provided copies of the August and September statements. It has confirmed that Mr V received the statements via email notification. The way the email notification works is that each month, Mr V was sent an email prompting him to go online and access his monthly statement. AESEL has provided evidence showing the dates when these email notifications were sent to Mr V. The emails were sent to the email address held on file for Mr V and there's no evidence that the emails were returned undelivered.

Based on what I've seen, I'm satisfied that AESEL provided notice of the closure of the account on the monthly statements, which is in line with the terms and conditions.

Taking all the available information into account, I haven't found any evidence to indicate that AESEL made an error when it closed the account, or that it treated Mr V unfairly or unreasonably.

Mr V has raised a further issue regarding a subject access request he made to AESEL. This issue wasn't something that Mr V complained about when he raised his initial complaint with AESEL, so I'm unable to look into this. If Mr V wishes to pursue a complaint about his subject access request, he will need to raise a complaint directly with AESEL and allow them to investigate and respond.

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 V to accept or reject my decision before 12 March 2025.

Emma Davy
Ombudsman