

The complaint

Mr H complains that American Express Services Europe Ltd ('AESEL') closed his credit card account and won't say why. He also complains he didn't receive a cashback amount due to him.

Mr H wants to know why his account was closed and for it to be reinstated if there was a mistake. He would like his cashback to be paid.

What happened

AESEL sent Mr H two months' notice that they would close his credit card account on 10 December 2024. AESEL didn't give Mr H a reason for this when he asked, so Mr H complained.

AESEL didn't uphold Mr H's complaint, saying they didn't need to give a reason for the closure under their terms and conditions, so Mr H referred the matter to the Financial Ombudsman Service. Mr H was concerned that if the reasons for the closure couldn't be given, then it was possible a mistake had been made, or the reason wasn't lawful.

After referring his complaint to our service, Mr H received his cashback. And AESEL confirmed that Mr H closed his credit card account with them on 1 December 2024.

Our investigator sought further information before reaching his view that AESEL hadn't acted unfairly here. He didn't uphold Mr H's complaint, and Mr H asked for an ombudsman's review.

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 taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I know this will be a disappointment to Mr H, but I've decided not to uphold his complaint for broadly the same reasons as our investigator. I'll explain why.

The terms and conditions of Mr H's credit card account set out clearly that either party can terminate the agreement, which is open-ended. AESEL needed to give two months' notice to do so, but they didn't need to give Mr H a reason.

I acknowledge Mr H says he wanted AESEL to confirm there was a reason – and ideally tell him what it was – so that AESEL and/or Mr H could check there hadn't been a mistake or unlawful discrimination at play. I think it's fair to expect AESEL to *have* a reason even if this was not something they had to disclose to Mr H under the terms and conditions of his account.

Having reviewed this matter I am satisfied that there was a valid reason behind AESEL's decision here. I am not at liberty to disclose AESEL's specific reason for the closure – nor do I expect AESEL to do so - but I can reassure Mr H that the decision to give notice to close his credit card followed a review of his account and wasn't a mistake.

I note AESEL referred Mr H to a variety of reasons why AESEL may give notice to close an account. And although somewhat vague, AESEL's notice of closure to Mr H said their decision followed "an internal review of your account details." So, I'm satisfied that AESEL could establish there was a reason behind their decision, and they'd broadly communicated this to Mr H which I think was fair in the circumstances.

In any event, Mr H closed his account for his own reasons on 1 December 2024. And before doing this he received his cashback, so I don't need to consider this aspect of the complaint.

Having reviewed this matter, I agree with the conclusion of our investigator that Mr H hasn't been treated unfairly in these circumstances.

My final decision

For the reasons I've outlined, my final decision is not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 31 March 2025.

Clare Burgess-Cade
Ombudsman