

The complaint

Mr M complains that American Express Services Europe Limited (AESEL) didn't send him notifications to let him know when his statement had been generated. This led to him missing payments which impacted his credit file.

What happened

Mr M previously held a Rewards Card with AESEL. In August 2024 he applied for a Nectar Credit Card with AESEL and cancelled the Rewards Card in October 2024.

In October 2024 Mr M received a letter from AESEL advising him that he had failed to make the minimum payment due and that he'd been charged a late payment fee.

Mr M complained to AESEL. He said that with the Rewards Card he'd received notifications telling him when his payment was due, but he hadn't received these for the Nectar Card. Mr M also said that the payment due date and outstanding balance for the Rewards Card had shown in the app, but this wasn't the case for the Nectar Card.

AESEL didn't uphold the complaint. It said that the statement generation date was around 5th of each month, and it could take 24-48 hours for the outstanding balance to reflect on the app. AESEL also said that although the email notifications had begun working after Mr M had contacted them, this wasn't as a result of any action they had taken. AESEL said it had sent "statement ready" emails to Mr M at his registered email address every month. AESEL said it was Mr M's obligation to ensure that his payments were made on time and explained that it was obliged to report factual information to the credit reference agencies about the payment history on the account.

Mr M remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that AESEL hadn't made any errors and that they had evidenced that they had sent Mr M an email advising Mr M that his monthly statement was ready to view in September 2024.

Mr M didn't agree. He said he hadn't received the "statement ready" email in September 2024. He also said that the home screen on the app didn't show the balance due or the payment due date. Mr M said it was only following his complaint to AESEL that the home screen on the app showed the payment due date. Mr M said he believed that AESEL should share responsibility for the missed payment because of these issues.

Because Mr M 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 M, 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 history of the account. I can see that the September statement was generated on 5 September 2024 and showed a balance of £65.92 with a minimum payment of £25.00 required by 30 September 2024. No payment was received to the account which resulted in interest and a late payment fee of £12 being applied.

I've also reviewed the terms and conditions of the account. These state that the consumer is responsible for making the minimum payment due each month. They also state that interest and charges may be applied if a payment is missed. Mr M agreed to these terms and conditions when he took out the card.

I've taken account of everything that Mr M has said. He's produced a printout of his email inbox and says that this shows that he's only received two emails from AESEL in relation to his statement being ready, one in October 2024 and one in January 2025.

AESEL has produced evidence which shows that it sent a statement ready email to Mr M on 6 September 2024. The email was sent to Mr M's registered email address held on file by AESEL. There is no evidence to indicate that the email was returned undelivered.

Based on what I've seen, I'm satisfied that AESEL sent the statement ready email. This contained a link to Mr M's monthly statement, which showed the balance and stated the minimum payment required and the payment due date. Whilst I appreciate that Mr M denies receiving the statement ready email, there's no evidence to suggest that it wasn't sent correctly, and I can't be certain that Mr M hasn't deleted the email from AESEL by mistake, or that it has gone into a different email file.

Mr M has also said that he previously received notifications advising him of the payment due date on his old card. He's said that he didn't receive these notification from AESEL in relation to the Nectar Card until after he raised his complaint. AESEL has produced evidence to show that Mr M hadn't set up a payment alerts for the Nectar Card which is why he wasn't receiving notifications. It's the consumers responsibility to set up these alerts by selecting their preferences in the app.

I appreciate that Mr M feels that AESEL wasn't communicating correctly with him. In relation to the statement ready emails and the notifications, I'm satisfied that AESEL sent the emails and that it has explained why Mr M wasn't receiving the notifications. In relation to Mr M's concerns about the balance not showing in the app, AESEL has explained that it takes 24-48 hours for the balance to update once the statement has been generated.

Even if Mr M couldn't see the balance or the payment due date in the app, I don't think this is a good reason to miss the payment. Mr M has held a credit card with AESEL for some time and would've been aware of the requirements to make the minimum monthly payment by the due date. If, having taken out the card, Mr M had concerns that he wasn't able to see the payment due date in the app, I think it would've been reasonable for him to contact AESEL and ask when the payment due date was.

Taking all the available information into account, I'm unable to say that AESEL has made an error or treated Mr M unfairly. I can't ask AESEL to amend Mr M's credit file because AESEL – like all lenders – is required to report accurate information about the state of the account to the credit reference agencies.

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 M to accept or reject my decision before 20 May 2025.

Emma Davy
Ombudsman