

The complaint

Mr P complains that American Express Services Europe Limited has shortened the period between the bill date and the direct debit collection date for his credit card account.

What happened

Mr P has a credit card account with American Express. He complained to American Express about that account in January 2025. He said: *“Over the years, you have shortened the period between the bill date and the direct debit collection date to 12 days. This recently resulted in my bill dated 19th November being collected on 1st December, despite not falling due until 14th December, and my bill dated 19th December being collected on 31st December, despite the due date being 13th January”.*

American Express didn't uphold his complaint. It said that a notice of variation was sent to all of its direct debit cardmembers in August 2024 stating that full payment was taken from them fourteen days after the statement date but that would change to twelve days after their statement date. It said that its terms and conditions of the agreement allow it to make changes to interest rates, fees and other terms and services it provides for reasons it couldn't predict when the agreement was made. It said that it was unable to substantiate any errors on behalf of American Express.

Mr P wasn't satisfied with its response and he complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he didn't believe that American Express had acted unfairly as it followed the terms of the agreement and provided appropriate notice before making the change.

Mr P didn't accept the investigator's recommendation and has asked for an ombudsman to consider his complaint. He says, in summary, that:

- he agrees that American Express didn't breach the agreement but his complaint is about fairness, and American Express is required to show consistently that fair treatment of customers is at the heart of its business;
- his complaint is an example of American Express not treating customers fairly and he had hoped that it would have been judged whether it's fair for it to set direct debit collection dates further and further in advance of the actual due dates; and
- with today's efficient banking systems, there is no technical reason why it couldn't set direct debits to be collected on due dates and he feels that treating customers fairly is especially important in circumstances where one party in a relationship is dominate and the advancement of collection dates is entirely to its benefit.

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 P's complaint appears to be about fairness and that American Express should treat its customers fairly, which he says it hasn't done by shortening the period between the bill date and the direct debit collection date.

The terms and conditions of Mr P's credit card agreement say: *"As this agreement is not for a fixed period and may last a long time, we're likely to need to make changes to interest rates, fees and other terms and services that we provide for reasons we can't predict when the agreement was made"*. I consider that the terms and conditions allow American Express to change the direct debit collection date.

American Express wrote to Mr P about the change in August 2024 and said that the change would be effective from November 2024. The terms and conditions say: *"... we'll give you at least 30 days' notice of the change ... we'll always give you details of when the change will take effect"*. American Express gave Mr P more than 30 days' notice of the change and gave him details of when the change would take effect.

American Express made Mr P aware of the change and gave him reasonable notice of it and acted in accordance with the terms and conditions. Mr P would then have had enough time to close his account or to make other arrangements if he didn't want to accept the change. Mr P clearly feels that this is unfair but it doesn't appear to have led to him incurring any financial loss or detriment.

Mr P says that two direct debit payments were required in December 2024 due to the change in the direct debit collection date and I appreciate that that may have been challenging for him. If Mr P had issues with making both of those payments, I consider that it would be reasonable to expect him to have contacted American Express about those issues but I can't see that he did so. American Express would have been required to respond to any such issues fairly and reasonably and to have positively and sympathetically responded to any financial difficulties that he was experiencing.

I appreciate that Mr P is unlikely to consider that American Express acted fairly but I'm not persuaded that there's enough evidence to show that American Express has acted unfairly or unreasonably by making this change. Mr P says in his complaint form that he'd like American Express to put things right for him and other customers similarly affected by setting direct debit collection dates as the due dates.

This service offers an informal dispute resolution service and tries to resolve complaints by customers about financial businesses by looking at what is considered to be fair and reasonable in the circumstances. This service has no regulatory or disciplinary role over those businesses, so I'm unable to require any of them to change the way that it conducts its business and our role isn't to punish a business if it's done something wrong. I'm unable to require American Express to change the direct debit collection dates that it applies to its customers' accounts. I find that it wouldn't be fair or reasonable in these circumstances for me to require American Express to take any action in response to Mr P's complaint.

My final decision

My decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 July 2025.

Jarrold Hastings

Ombudsman