DRN-5619149

The complaint

Mr C complains on behalf of W that American Express Services Europe Limited (AESEL) failed to notify him that the annual membership fee for his Amazon Business American Express Card would be billed.

What happened

Mr C opened an Amazon Business American Express Card account in December 2023.

No membership fee was payable in the first year of membership.

AESEL sent statements to Mr C throughout the year advising him that the membership fee would be charged on the first statement following the fees due date.

On 7 January 2025 the membership fee of £50 was charged on the statement issued to Mr C.

Mr C complained to AESEL. AESEL didn't uphold the complaint. It said the membership fee had been charged in line with the terms and conditions of the account.

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

Our investigator didn't uphold the complaint. They said the terms and conditions stated that a membership fee was payable after the first year and that Mr C had been notified of the fee due date on his monthly statements.

Mr C didn't agree. He said it hadn't been made clear to him that a membership fee was payable after the first year and he'd had no warning that the fee was going to be taken.

Because Mr C 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 the terms and conditions of the account. These clearly state that a membership fee is payable after the first year. Mr C agreed to these terms and conditions when he took out the card.

I've reviewed Mr C's monthly statements. These clearly state on the first page that a membership fee is payable after the first year and states the date when the fee will be taken. I can't agree with Mr C when he says he wasn't given warning that the membership fee would be charged.

I can see that Mr C cancelled the card part way through the second year. AESEL has refunded the membership fee pro rata, which I think is fair and reasonable.

Based on what I've seen I'm satisfied that AESEL charged the membership fee correctly in line with the terms and conditions.

Mr C has raised some customer service issues as well. I've considered these. I agree that there was a delay in Mr C's complaint being logged by AESEL. However, I can see that AESEL subsequently logged the complaint and attempted to call Mr C to follow up before it issued a response. On balance I don't think the service fell below the level at which compensation should be considered.

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 W to accept or reject my decision before 6 August 2025.

Emma Davy
Ombudsman