

## **The complaint**

Mr C complains that AMERICAN EXPRESS SERVICES EUROPE LIMITED (AESEL) closed his credit card account without notifying him.

## **What happened**

On 24 October 2024, AESEL closed Mr C's credit card account due to inactivity. It sent him notification of this in a statement on 24 August 2024 and a statement on 24 September 2024.

Mr C says he didn't receive either statement, so he didn't know his account was going to be closed. It was only when he logged into his account to try and transfer his points to a bonus offer to a third-party that he realised he couldn't – and he was subsequently told that his account had been closed.

Mr C didn't think it was fair of AESEL to have notified him of closure in small print on the statement as he says he has a visual impairment. He adds that he can see information on emails as these can be enlarged.

Mr C says he has lost out on the offer from the third-party as a result of AESEL closing his account and not transferring his points.

AESEL responded to Mr C's complaint and said it notified him of the closure of his credit card account on two separate statements. It explained that the bonus offer Mr C had received had come direct from a third-party, and so it wasn't aware of such offer having been sent to Mr C. And because Mr C had transferred his points from this credit card account with AESEL to a different third-party, the points can't be transferred back, which is in line with its terms and conditions. However, after AESEL had reviewed a phone call he had with one of its agents, it realised he had been provided with incorrect information about how he had been notified of the account closure, and because of this, it agreed to award him 2,000 Avios points, and added these to his other credit card account with AESEL.

An Investigator considered what both parties had said, but they didn't think the complaint should be upheld. They explained that it wasn't unfair or unreasonable of AESEL to have provided notice of closure to Mr C on the statements. They explained that Mr C had said that the transactional information in the statements is clear to him, and he hasn't ever requested these in a larger print. Because of this, the Investigator didn't think it was unfair or unreasonable of AESEL to have closed Mr C's account, and they didn't think it had communicated with him unfairly. The Investigator also considered Mr C's concerns about the offer he lost out on – but they found that Mr C had requested that his points be transferred to a different third-party, and the terms and conditions say that the points can't be transferred again. For the information AESEL got wrong during a phone call to Mr C, the Investigator thought that AESEL had already done enough to compensate Mr C, and so they didn't think it needed to do anything more.

The Investigator made a mistake in their view, stating that AESEL had provided Mr C with 20,000 points. Because of this, Mr C felt that AESEL should give him another 18,000 points, as this is what the Investigator said in their view was fair.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

### **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.

Having considered all of the available evidence, I don't uphold Mr C's complaint.

Mr C hasn't said that he disagrees with any part of the Investigator's view. It's just that he feels that he should now get an additional 18,000 points, as he says that this is what the Investigator said would be a fair and reasonable outcome.

I have thought about Mr C's comments when coming to an outcome on this case, but I don't think what he's said changes the outcome. I'll explain how I have reached my outcome below.

- AESEL told Mr C his account could close if he didn't use it – this information was included on two of his statements. These explained that he would need to use the account otherwise it would be closed. The terms and conditions of the account state that information about the account changes can be notified in the statements. The account was closed when Mr C didn't use it. I don't think this is unreasonable.
- I note Mr C says he didn't receive the statements with this information in it. He says the last statement he received from AESEL was in May 2024. I've looked at the statements produced in August and September 2024, I can see they have been produced and are correctly addressed. While I can't say with any certainty why Mr C didn't get the statements, given that I've seen they've been produced and addressed to Mr C, I find it more likely than not that AESEL sent the statements to Mr C. I can't hold AESEL responsible for what happens to letters that go astray after they've been posted.
- Mr C hadn't asked AESEL for statements in large print, as he said it would take longer to receive them, and he found the transactional data in the statements to be clear. Because of this, I don't think it was unreasonable of AESEL to have not adjusted the size of the font in the statements. Mr C also requested that statements were sent on paper, as opposed to them being viewable online. AESEL weren't aware Mr C had a visual impairment until after the account had closed. So again, I don't find the way it communicated with Mr C about the account closure to have been unreasonable based on what it was aware of at the time.
- Mr C states that he has lost out on a promotional offer from a third-party as a result of the account closure. The agent Mr C spoke to couldn't see the offer because the account had been closed. Mr C asked for the points to be moved to a different third-party. Following this, Mr C found the email from the third-party which would have provided him with bonus points if he'd have moved them. AESEL said they couldn't now transfer the points to the third-party as they had already been redeemed. AESEL referred to the terms and conditions which explain this. I don't think AESEL has treated Mr C unfairly. It was ultimately up to Mr C to decide where he wanted his points transferring to – he chose a different third-party at the time. The terms and conditions don't allow for another transfer, and so I can't fairly say that AESEL has done anything wrong here.

- AESEL found that some of the information Mr C received in a phone call was incorrect. It offered Mr C 2,000 points for this. I think this is fair and reasonable in the circumstances. The incorrect information Mr C received didn't impact the account closure, or the loss of potential bonus points. So I don't think a higher award is necessary here.

I note that Mr C is particularly disappointed that the Investigator referred to AESEL having awarded Mr C 20,000. And because of this, he thinks AESEL should award him an additional 18,000 points. I don't agree with Mr C's view here. For the reasons I've already explained, I think the AESEL has already fairly compensated Mr C for the impact of the incorrect information he got on the phone – it has done this by awarding him 2,000 points. I'm not persuaded it needs to do anything more than this.

### **My final decision**

For the reasons set out above, I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 September 2025.

Sophie Wilkinson  
**Ombudsman**