

The complaint

Mr H complains about how American Express Services Europe Limited ('Amex') handled his new Premium Plus credit card account. Ms H joins Mr H in making the complaint as she is a supplementary cardholder.

Mr and Ms H want matters putting right.

What happened

Mr H raised a complaint with Amex, saying:

- (i) He wasn't made aware of the £300 fee for his Premium Plus account
- (ii) He hadn't been notified quickly enough that his direct debit payment had failed, leading to interest and charges
- (iii) When closing the account, he wasn't advised that his Avios points would be lost if not transferred in time
- (iv) Amex had reported adverse information about the account to the credit reference agencies ('CRAs') and another lender had significantly reduced one of his lines of credit as a result
- (v) He'd been harassed for payment
- (vi) His Platinum credit card account had been closed unfairly
- (vii) He'd had trouble communicating with Amex, and didn't think Amex had kept adequate written notes.

In response, Amex agreed to pro rata the account fee as a goodwill gesture and refunded £246.57 of this. Amex refunded interest and charges of £92.68 which arose due to the direct debit failing. Amex transferred Mr and Ms H's Avios points, so these weren't forfeited. Amex also sent a cheque to Mr H for £200 to recognise his distress and inconvenience, because some misinformation had been given and there had been some inconvenience contacting Amex.

Mr and Ms H were unhappy and sought assistance from the Financial Ombudsman Service. Mr H said that Amex took a long time to reply to his complaint and had issued two conflicting final response letters. Mr H also said the cheque for £200 hadn't been issued with his correct name.

Our investigator provided a detailed view but didn't think Amex needed to do anything more than pay the £200 they'd offered.

Mr and Ms H didn't feel this fairly resolved their complaint, particularly their concerns with how the complaint to Amex had been handled. So the matter came to me to decide.

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 recognise Mr H's concern that the Financial Ombudsman Service isn't impartial. I want to reassure Mr and Ms H that there is no incentive for me as an ombudsman to find for one party over another – I make decisions based on what I consider to be fair and reasonable in the circumstances of each individual complaint, following my own independent review of the case.

Whilst I'll comment generally with regards to what happened, I should clarify that I don't need to make a detailed finding on every aspect of what happened, as there is already an acceptance that the service Amex provided received fell below the standards expected. My focus is on whether Amex's actions, and stance taken, are fair and reasonable in the circumstances of Mr and Ms H's complaint.

I am sorry to hear about Mr H's ill health and how this matter has impacted him and Ms H. I don't wish to make things worse at an already difficult time, but I have decided that I won't ask Amex to do more than ensure the £200 they've offered to Mr H is paid.

There are a lot of separate issues here so I'll address each complaint point in turn when explaining my decision. My reasons largely mirror those of our investigator in her detailed view, so I've been brief where this is possible.

The £300 fee

It's clear from the credit card agreement that there is a card membership fee of £300 and this is outlined at Clause 2.3. I've also considered that Amex's website makes it clear that a £300 fee is applicable for the Premium Plus card.

I therefore think Amex provided clear information that there was a fee for this product at the time Mr H entered the contract with Amex and I don't think the fee was applied unfairly by Amex.

Amex have refunded most of the fee given the account was closed, which I think was a fair gesture.

The direct debit

Amex shared their direct debit mandate form which has a declaration for customers to confirm that their nominated bank account is an "active, personal UK bank account" in the customer's name. Mr H didn't nominate an acceptable bank account which is why the direct debit failed. I can't fairly conclude this was an error of Amex's or that they didn't set out which accounts were acceptable.

Amex acknowledged they should have told Mr H sooner when his direct debit failed as this would have helped matters. To put this right Amex refunded the interest and charges due to a late payment, which I think was fair.

Avios

Amex accepted Mr H hadn't been advised he'd lose Avios points as these weren't automatically transferred when his account was closed. To put this right Amex transferred the Avios points so these weren't lost, which I think was fair.

Credit reporting

Mr H chose not to pay his Premium Plus credit card despite notifications that he needed to do so. I understand Mr H was withholding payment to ensure he got a full response to his complaint, but I wouldn't expect a complaint to pause the parties' contractual obligations, nor to pause Amex's legal and regulatory responsibilities.

I am sorry to disappoint Mr H but I don't think Amex acted unfairly when reporting information about the Premium Plus account to the CRAs, as they've done this in line with their regulatory obligations.

I realise this will be upsetting for Mr and Ms H as they've said the adverse information for this account has had a significant impact on other lines of credit. But as I haven't found Amex are at fault, this isn't something I will investigate further.

Harassment

I recognise Mr H felt upset and harassed by Amex's requests for payment. But I think it's fair that Amex continued to notify Mr H of the need to pay, particularly because this was likely to have an adverse impact on his financial standing and could lead to further action on his accounts. I would have been highly critical of Amex had they not communicated with Mr H in these circumstances, and I haven't seen enough to persuade me that they've communicated in a way which was unfair to Mr H.

Platinum account

I haven't found it was unfair for Amex to close Mr H's Platinum account. I say this because Amex's terms and conditions state that they can terminate an account if a customer breaks another agreement they have with Amex.

Communication

Amex offered £200 to recognise their communication with Mr H had caused him some distress and inconvenience, and there had been other aspects of service that had added to this such as call connectivity.

I think Amex's offer of £200 was a fair sum to recognise this in addition to the stance taken by Amex in relation to other aspects of the complaint. I say this as it's in keeping with the Financial Ombudsman Service's guidelines for awards of this nature.

There's been an issue with the cheque which wasn't made out correctly, so I'll ask Amex to make sure the £200 is paid to Mr H.

Complaints handling

In determining the scope of what we can consider, the Financial Ombudsman Service follows the Dispute Resolution Rules ('DISP') set out in the Financial Conduct Authority's Handbook of rules and guidance, which is available online. If Mr H wishes to review these, I think he'd be most assisted by DISP 2.2 onwards. A helpful overview of what we can consider is on our website here:

<https://www.financial-ombudsman.org.uk/consumers/expect/who-we-can-help>

Mr H was unhappy with how his complaint was handled by Amex but this isn't something I can address as I can only consider complaints in relation to 'regulated activities' – which relate to how the business has provided a financial service rather than its complaints handling.

I acknowledge Amex sent two final response letters. I haven't found these to be contradictory, and I'd like to reassure Mr and Ms H that I haven't found these a hindrance to identifying Amex's stance in relation to this complaint.

I am sorry not to be giving Mr and Ms H the outcome they were hoping for. I recognise Mr H has found the entire matter very stressful while he's been dealing with ill health, and my findings here are not intended to add to what is already a difficult time for him and Ms H.

However, I must consider if Amex have acted unfairly here and I've concluded that where things have gone wrong, Amex have offered a fair resolution to put this right. So, I won't ask Amex to do more than ensure the £200 they've offered to Mr H is paid.

Putting things right

As the cheque issued to Mr H wasn't made out correctly, American Express Services Europe Limited must ensure £200 (in total) is paid to Mr H for his distress and inconvenience.

My final decision

For the reasons I've outlined, American Express Services Europe Limited must put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms H to accept or reject my decision before 18 August 2025.

Clare Burgess-Cade
Ombudsman