

The complaint

Mr G is unhappy that American Express Services Europe Limited ("AmEx") didn't make promotional offers available to him immediately upon opening an account with them, and that AmEx didn't honour his right to withdraw from the account contract within the 14-day window to do so.

What happened

Mr G opened an AmEx account to avail of promotional offers advertised by AmEx. However, when the account was opened, Mr G found that he didn't have access to the promotional offers and wouldn't do for a period of time. Mr G raised a complaint with AmEx about this and also asked to exercise his right to withdraw, as he was within the 14-day window to do so.

AmEx responded to Mr G's complaint but didn't uphold it, and they didn't action Mr G's requested right to withdraw. Mr G wasn't satisfied with AmEx's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that AmEx had acted unfairly by declining Mr G's complaint. Mr G wasn't happy with the view taken by our investigator, including that they hadn't addressed the fact that AmEx hadn't allowed him to exercise his right to withdraw. So, the matter was escalated to an ombudsman for a decision.

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 issued a provisional decision on this complaint on 9 June 2025 as follows:

Mr G opened his AmEx account on 14 January 2025. Two days later he spoke with AmEx, raised a complaint with them about not having access to the promotional offers, and also asked to invoke his right to withdraw. Following this, AmEx investigated Mr G's complaint, but didn't act on his request to exercise his right to withdraw.

I've asked AmEx why they didn't allow Mr G to withdraw from the contract within the first 14-days, as was his right. In response, AmEx said that because Mr G wanted to raise a complaint, the account had to remain open while the complaint was being investigated, by which time the 14-day right to withdraw window had expired.

This doesn't feel fair to me, and I don't feel that Mr G should be denied his right to withdraw from the contract because AmEx investigated his complaint. Instead, I feel that AmEx should have either actioned Mr G's right to withdraw and then investigated his complaint or retrospectively actioned his right to withdraw after they had investigated his complaint.

I'll therefore be issuing a provisional decision here whereby I uphold this complaint in Mr G's

favour and instruct AmEx to retrospectively action the right to withdraw request that Mr G made on 16 January 2025. This includes that AmEx should remove all credit file reporting relating to the account. Additionally, I'm also provisionally instructing AmEx to pay £200 compensation to Mr G for any trouble and frustration that AmEx's failure to act on Mr G's valid right-to-withdraw request may have caused him.

In arriving at this £200 compensation amount I've considered the impact of AmEx's failure to act on Mr G's right-to-withdraw request on Mr G, as well as the general framework this service uses when assessing compensation amounts. And, having done so, I feel that £200 is a fair compensation amount.

Neither Mr G nor AmEx responded to my provisional decision. As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr G's favour on the basis described in my provisional decision. And I therefore confirm that my final decision is that I do uphold this complaint in Mr G's favour on that basis accordingly.

Putting things right

AmEx must retrospectively action the right-to-withdraw request that Mr G made on 16 January 2025, including removing all credit file reporting from the point the account was opened onwards.

AmEx must also pay £200 compensation to Mr G.

My final decision

My final decision is that I uphold this complaint against American Express Services Europe Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 August 2025.

Paul Cooper
Ombudsman