DRN-5679055

The complaint

Miss V is unhappy that American Express Services Europe Limited ("AmEX") charged her a non-sterling transaction fee and didn't notify her that a fee would be applied at the point of transaction.

What happened

Miss V undertook a non-sterling transaction on her AmEx card and was unhappy when she later discovered that AmEx had applied a fee to her account because of this and so raised a complaint. AmEx responded to Miss V but didn't feel that they'd done anything wrong by applying the fee, which was in line with the terms and conditions of the account. Miss V wasn't satisfied with Amex's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that AmEx had acted unfairly by applying the non-sterling transaction fee or by not providing Miss V with a point-of-transaction reminder that a fee would be applied. Miss V remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Having done so, I note that Miss V has made several arguments of a regulatory nature in support of her complaint. I'd therefore like to confirm that this service isn't a regulatory body and doesn't operate as such. This means that I don't have the remit or the authority to decide whether AmEx have or haven't acted in accordance with regulation here.

Instead, this service is an informal, impartial dispute resolution service with a remit focused on fairness of outcome. Accordingly, while I have taken relevant law and regulation into account here, I've ultimately decided this complaint based on what I feel is fair.

AmEx have demonstrated that information about their non-sterling transaction fees is clearly listed in the credit agreement, which Miss V agreed to and accepted when she opened the account. Additionally, AmEx note that information about the fee is also included on every monthly account statement provided to Miss V. AmEx therefore feel that they fulfilled their obligation to provide information to Miss V about the fee, and that Miss V should reasonably have been aware of the fee when she undertook the non-sterling transaction.

Conversely, Miss V feels that it isn't reasonable to expect an account holder to remember all the details from the credit agreement, and she notes that she doesn't receive paper account statements and so didn't have those documents to refer to. Additionally, Miss V feels that because her AmEx account is a 'premium' account, which AmEx market accordingly, she feels that it was reasonable for her to have assumed that there would be no fee, especially as a point-of-transaction reminder of the fee wasn't provided to her.

Upon consideration, I find AmEx's position to be the more persuasive here. One reason for this is because I don't agree with Miss V's statement that it was reasonable for her to have held an expectation that there would be no such fee. Indeed, given that Miss V was undertaking a new type of spending (non-sterling) on her card, I would reasonably have expected her to check whether any fees would apply – if she couldn't remember AmEx's fee structure.

Additionally, while Miss V may not have been receiving paper account statements, monthly statements were made available to her to review online. AmEx have shown that they sent emails to Miss V (to the email address which Miss V has provided to this service) on a monthly basis which confirmed that a new account statement was available for Miss V to review.

Ultimately, I'm satisfied that AmEx presented information about the fee to Miss V and I feel that the onus was on Miss V to have checked whether a non-sterling transaction fee would be applied, as per the terms and conditions, before she undertook such a transaction. That Miss V didn't do this, isn't AmEx's fault. And I don't feel it's reasonable for Miss V to have expected AmEx to have provided a point-of-transaction reminder about the fee to her – which is something that AmEx have never advertised or suggested that they do.

All of which means that I don't feel that AmEx have acted unfairly towards Miss V here, and it follows from this that I won't be upholding this complaint or instructing AmEx to take any form of action. I realise this won't be the outcome Miss V was wanting, but I hope that she'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 6 October 2025.

Paul Cooper
Ombudsman