

The complaint

Mr T is unhappy with a call note recorded by American Express Services Europe Limited ("AmEx") and with other aspects of the service that he's received.

What happened

Mr T called AmEx and explained that the chip in his AmEx credit card had fallen out, possibly due to a failure of the adhesive. AmEx ordered a replacement card for Mr T, and had it sent to Mr T via courier as Mr T was going away from his address for some time and was worried the card might not arrive before he left, if it was sent by standard mail.

However, Mr T wasn't happy when he learned that AmEx's agent had stated in the note from his call that the chip on the card had been 'removed', which Mr T felt indicated that he had deliberately removed it, which hadn't been the case. Additionally, Mr T was unhappy that he received a letter from AmEx advising that a replacement card had been ordered for him, several days after he had received his replacement card via the courier, and also with the service he received on a call to AmEx. So, he raised a complaint.

AmEx responded to Mr T but didn't feel that they'd done anything wrong regarding the call note, the letter, or most of the service Mr T had received while speaking to them. But AmEx did acknowledge that one of their agents, when transferring Mr T to another agent, had provided an inaccurate description of Mr T's concerns to the other agent. AmEx apologised to Mr T for this, but felt it was an error of understanding on their agent's part, rather than any deliberate act. Mr T wasn't satisfied with AmEx's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They didn't feel that AmEx had acted unfairly towards Mr T, but they asked AmEx to consider adding a new contact note, which would state that Mr T hadn't removed the chip from his old card but that the chip had simply fallen out. Mr T didn't accept the view of this complaint put forwards by our investigator, 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 Mr T has made several arguments of a legal and regulatory nature in his submissions. I'd therefore like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Mr T has provided several detailed submissions to this service regarding his

complaint. I'd like to thank Mr T for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr T notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr T and AmEx. Accordingly, if Mr T notes that there is a point that he's raised that I haven't considered, this is because I have considered that point but don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr T has also explained that he's unhappy with how AmEx have handled his complaint, including language used in AmEx's complaint correspondence. But this service, being the Financial Ombudsman Service, only has a remit to consider complaints about regulated financial matters. And a complaint about how a business has handled a complaint, is not a complaint about a regulated financial matter – it's a complaint about complaint handling. As such, this service has neither the remit nor the authority to consider this aspect of Mr T's overall complaint, and I won't refer to this aspect of Mr T's complaint again.

Mr T is unhappy that AmEx's agent stated in the call note that the chip had been removed from the card, which Mr T feels tacitly accuses him of removing it. Mr T feels that this language could potentially cause him problems in the future, and he would like the contact note amended – which is something that AmEx have explained their systems won't allow.

I can understand, to a degree, Mr T's dissatisfaction here. But it seems clear to me from AmEx's correspondence with Mr T and their submissions to this service that they don't consider the wording to be problematic or inditing, and as such I'm not persuaded that Mr T's concerns are reasonable here.

Furthermore, while the call note does use language that Mr T isn't happy with, AmEx also have a record of Mr T's complaint about this matter, which Mr T can refer to and which already counterbalances the potential effect of that call note. Also, following the issuance of this decision, Mr T will also have a permanent published record of this decision that he can fall back on, which will again explain his dissatisfaction with the language in the call note and reiterate his position that the chip fell out of the card and wasn't actively removed.

Accordingly, I won't be upholding this aspect of Mr T's complaint, because I don't feel that there has been any unfair impact on Mr T because of what happened, and because I feel that records already exist that detail Mr T's dissatisfaction and explain his version of events. As such, I won't be formally instructing AmEx to add a new call note, as recommended by our investigator, and I leave it to AmEx to consider doing so informally, should they wish to.

If Mr T continues to feel that he has been misrepresented from a legal or regulatory standpoint, as he has indicated, then he can consider pursuing this aspect of his complaint via the appropriate channel, should he wish to. However, from a fairness of outcome perspective, as per the remit of this service, I don't feel that an unfair outcome has occurred.

Mr T is also unhappy that he received a letter advising him that a new card was being sent to him several days after he had received his new card. But the date on the letter clearly showed that the letter had been sent before Mr T received the replacement card. And while there was a significant delay between the letter being posted and Mr T receiving it, I wouldn't hold AmEx accountable for that delay, given that the delivery of mail is undertaken by a postal service over which AmEx have no direct control.

Notably, the fact that AmEx sent Mr T his replacement card by expedited delivery, to accommodate Mr T's request for a quick deliver, exacerbated the impact of the delayed receipt of the explanatory letter. This was unfortunate, but as explained, while I appreciate that Mr T may have been confused, I feel that the date on the letter, the fact that Mr T hadn't ordered a further replacement card, and Mr T's discussions with AmEx about this matter, should reasonably have enabled Mr T to arrive at an understanding of what had happened.

Finally, Mr T is unhappy with the service he received on a call to AmEx, including that the line quality was poor which made communication difficult, that AmEx's agent took longer than they should have to transfer the call to another agent, and that the agent then provided an incorrect description of what Mr T had called about to the new agent.

I've listened to a recording of that call, and it's clear that there were technical difficulties that hampered communication. It's not clear what those difficulties were, but I don't feel that it was unreasonable for AmEx's agent to have tried to assist Mr T in the hope that the technical quality of the call might improve. However, I do feel that AmEx's agent should reasonably have concluded that it would be best to transfer the call sooner than they did, and it isn't in dispute that the agent didn't provide an accurate description of why Mr T was calling to their colleague when they did transfer the call – although I do feel that this was most likely an error of understanding, potentially caused by the poor quality of the call.

AmEx have acknowledged that Mr T didn't receive acceptable service on this call, and they've apologised to Mr T for what happened. That feels fair to me and given that the impact of what happened on Mr T was relatively limited, because the agent to whom he was transferred was able to conduct the call properly with Mr T, I don't feel that any further action beyond that apology is fairly merited here.

In taking this position, I've considered the impact of the call on Mr T as described alongside the general framework this service uses when assessing whether compensation should be instructed, details of which are available on this service's website. And having taken these factors into account, I feel that AmEx's apology already provides a fair resolution to this aspect of Mr T's complaint.

All of which means that I don't feel that AmEx should fairly or reasonably be instructed to undertake any form of action here, and it follows from this that I won't be upholding this complaint. I realise this won't be the outcome that Mr T was wanting, but I hope that he'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 Mr T to accept or reject my decision before 30 September 2025.

Paul Cooper
Ombudsman