

The complaint

Mr B complains that AMERICAN EXPRESS SERVICES EUROPE LIMITED (AESEL) are reporting the wrong date of membership on his account and that they are, on occasion, using his old name.

What happened

I issued a provisional decision on this complaint earlier this month. An extract from that provisional decision is set out below.

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr B opened a Platinum Cash Back credit card with AESEL in 2018. The card was closed in April 2020. He opened a British Airways American Express credit card with AESEL in February 2020. He complained to AESEL that in his app his member since date was showing as 2020 and not 2018. He said that was factually incorrect and that it may mean loss of recognition for loyalty.

AESEL couldn't find the 2018 account on their systems but explained that when accounts are closed, they are purged, and information isn't withheld indefinitely.

Mr B was unhappy with AESEL's response to his complaint, so he referred it to this service. Our investigator didn't think the membership date was an inaccurate reflection as the previous account was closed. He noted that AESEL had explained that the age of the account wouldn't impact the promotional offers presented to a customer and he didn't therefore think it could be said that Mr B had been caused any detriment. He understood that Mr B had concerns that he'd changed his name in May 2021, but AESEL were still using his old name in parts of his credit card statement. As the latest card was opened in Mr B's old name, he thought it likely the use of the old name flowed from the most recent card application and he wasn't persuaded this related to any information that may be present relating to the old card, that AESEL hadn't been able to locate. He didn't think Mr B had experienced any detriment or that AESEL needed to take any action.

Mr B didn't agree with our investigator and asked for a decision by an ombudsman.

What I've provisionally 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.

While I don't think AESEL need to take any action in respect of the membership date I do think they need to rectify their system to ensure Mr B's old name isn't used on his statements. I'll explain.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full, and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations, regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

Membership date

The old card was closed, and it seems to me that in those circumstances AESEL wouldn't be unreasonable to state that membership started in 2020 when the new card was issued. This was a different type of card with different terms. While the credit file entries show that Mr B did have an earlier card I can't expect AESEL to retain information on closed accounts indefinitely and I don't think Mr B has been caused any detriment by them not doing so as AESEL have explained promotional offers are not loyalty based. In respect of the membership date I don't, therefore, think AESEL need to take any action

Reference to Mr B's old name

AESEL have a responsibility to ensure that personal data is accurate and up to date. Referring to Mr B by his former name isn't accurate or up to date and will be distressing for him. I don't think it's likely this relates to legacy information on Mr B's old account as AESEL have explained his new account was opened in his old name. It seems to me more likely that this is data from the more recent account. Mr B has explained that the wrong name has been reported in the same area of his account statement for several years, but he didn't complain about that until recently and I don't think it would be fair to say it's, therefore, caused him significant distress. In the circumstances I think AESEL should pay him £50 in compensation, but they should also ensure that the old name is no longer used and that Mr B is provided with a proper explanation about how the error occurred.

My provisional decision

For the reasons I've given above, I'm expecting to uphold this complaint in part and tell AMERICAN EXPRESS SERVICES EUROPE LIMITED to:

- *Ensure their systems are updated to remove any reference to Mr B's old name from his credit card statements.*
- *Provide Mr B with an explanation about how the mistake happened.*

Pay Mr B £50 in respect of the distress and inconvenience caused.

The parties' responses to my provisional decision

Mr B explained that I had some of the facts wrong, he said:

- The Platinum Cashback card opened: 14 February 2018 and closed on 19 April 2022 (not

April 2020).

- The British Airways card was opened on 7 January 2020 (not February 2020).
- His legal name change was processed by AESEL on 24 May 2021.

He said those dates mattered because they demonstrated a continuous relationship since 2018 under the same login/email profile, and that AESEL actively maintained the 2018 account long after opening (they processed the 2021 name change) before later closing it.

He wanted me to reconsider my decision on the basis that his AESEL customer profile (login/email) had been continuous since 2018 and because AESEL updated his legal name on the 2018 account in May 2021. He suggested that proved they retained and used that record post-opening and pre-closure. He said that data from the old account clearly still existed in AESEL's systems (evidenced by the name issue), undermining the argument that the account was "purged."

He also explained that he'd experienced ongoing detriment as every time he spoke to AESEL, their agents referenced that he had been "a member since 2020," which is factually incorrect. He said the most frustrating example was when he received messages thanking him for "being a customer for 5 years" - when it should have been 7. He said that repeated misstatement was unnecessary, avoidable, and devalued his loyalty as a long-standing customer.

He said he welcomed my direction to correct his name, explain the root cause, and pay compensation. He explained that the wrong name had appeared consistently from at least July 2023 to present. And given the longevity of the issue (years), the repeated assurances without fix, and the severity of having his legal identity misrepresented in official statements, he believed £200 would be a more proportionate award for the distress and inconvenience caused.

He accepted that promotional offers aren't tenure-based but said the detriment here was different: (i) misrepresentation of legal identity over an extended period; (ii) misleading tenure messaging that undervalues a long-standing relationship; and (iii) time and distress spent correcting records most consumers would reasonably expect to be accurate.

AESEL said:

"... this account was originally set up in Mr B's old name (my edit). The consumer during the lifetime of the account was issued with two cards in that name. As you can see in the screen below (not attached – my edit), he had cards ending 08 and 06 in his old name (the 08 card being replaced with the 06 card in 2020). Nb. Mr B now holds the card ending 04 in his current name.

The card ending 06 was replaced on 1 June 2021. It was blocked using code U on our system, as it was not lost or stolen, it was merely being replaced with the card in the new name and the card could still be used until the replacement received.

The Consumer now holds card ending 04, this card should be used for all transactions.

However, when we look at the statements where the old name has been mentioned on the statement, eg, July 2025. There is a charge that has been made using the card ending 06, hence the old name was pulled through to the statement as the card ending 06 was in that name and that was the eldest card.

I then checked on the April statement, being the statement previously when the old name was used and again, (the company beginning with S, who I'll call 'S' – my edit) had

used the card ending 06.

Looking at the transactions from S, who appear to be a taxi firm, they are using the card ending 06. Billing to this card is what is causing the glitch of pulling the old name onto the statements, as 06 is the eldest card. The error only occurs in the months where S have used the old card number. They seem to be holding this card on file as when Mr B has paid with his phone/digital wallet, the charge has been billed to the correct card ending 04.

I am unable to change the block code. It was blocked in a way that he could still use it while the new card was on the way. I would, therefore, suggest that Mr B updates S of his card details ending 04 so that this can be prevented from occurring in the future. He may have an app where he books and pays for taxis, only he can confirm how they come to bill him. In any case, the card ending 06 expires in November and he will be required to update his card details with them then anyway. Once the card ending 06 ceases to be billed, the problem should not happen again.

Therefore, with regard to your decision:

- From a regulatory perspective I am unable to remove records of the old name as it pertains to the card ending 06, which is still being billed to. Mr B will need to update S himself to ensure they bill to the correct card thus ensuring that this name is no longer pulled as it appears on the eldest card.*
- I believe the above explains what occurred.*
- We accept to pay £50 in settlement.”*

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 appreciate Mr B's clarification, but I'm still not persuaded that AESEL are misstating the membership date. It seems to me that AESEL wouldn't be unreasonable to state that membership started in 2020 when the new card was issued as it was a different type of card with different terms.

I was pleased to see that AESEL had done some additional work to explain to Mr B why his old name is being carried across to his statements. I hope that resolves the issue for Mr B and I don't expect AESEL will need to explain matters any further, but in case further elaboration is required I will leave that instruction open in this final decision. AESEL have accepted that they should pay £50 in compensation and while I understand Mr B would like more I don't agree that it's merited in the circumstances.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell AMERICAN EXPRESS SERVICES EUROPE LIMITED to:

- Guide Mr B, if required, to ensure he is able to make changes through S to remove any reference to his old name from his credit card statements.
- Pay Mr B £50 in respect of the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 September 2025.

Phillip McMahon
Ombudsman