

The complaint

Mr P is unhappy with several aspects of the service that he's received from American Express Services Europe Limited ("AmEx").

What happened

Mr P, who is hard of hearing, contacted AmEx and asked for support as he was experiencing financial difficulties. AmEx undertook an income and expenditure assessment with Mr P, after which they offered to enrol Mr P onto their 'Regain' repayment plan. Mr P accepted AmEx's offer, but AmEx then failed to enrol Mr P to the plan as they should have. This meant that Mr P later received a letter from AmEx advising that he hadn't made his minimum monthly payment and had incurred a late payment fee as a result.

Mr P contacted AmEx who acknowledged that Mr P hadn't been enrolled into the Regain payment plan as he should have been. AmEx's agent confirmed that Mr P would now be enrolled onto the plan and raised a complaint for Mr P because of what happened and because Mr P was unhappy with other aspects of the service he was receiving from AmEx, including that AmEx didn't have reasonable communication options for people who are hard of hearing.

Unfortunately, AmEx once again failed to enrol Mr P into the Regain plan as promised, which meant that Mr P had to contact AmEx for a third time, when he was successfully enrolled into the Regain plan and when the interest and late payment fee he had incurred were reimbursed back to him.

AmEx later responded to Mr P's complaint and apologised for what had happened. AmEx accepted that Mr P had received poor service when trying to enrol into the Regain plan but noted that the required reimbursements had already been made and paid £100 to Mr P as compensation for any trouble or upset he may have incurred. AmEx also corrected their credit file reporting for Mr P to ensure that a late payment wasn't reported to his credit file and that the correct information, that Mr P was in a payment plan, was reported.

But AmEx didn't uphold the other aspects of Mr P's complaint, noting that Mr P was able to contact them by secure message if he wasn't able to speak with them on the telephone. Mr P wasn't satisfied with AmEx's response, so he referred his complaint, and some further points of complaint, to this service.

One of our investigators looked at this complaint. But they felt AmEx's response to Mr P's complaint, including the payment of £100 compensation, already represented a fair outcome to what had happened. Mr P didn't agree, 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.

I issued a provisional decision on this complaint on 29 July 2025 as follows:

When he referred his complaint to this service, Mr P also referred some additional points of complaint, including that AmEx had seemingly written off his balance, only to later reinstate it, and Mr P's dissatisfaction with the communication he received from the third party agency to which AmEx had transferred his account and which would administer the Regain plan.

However, the rules by which this service must abide – which can be found in the Dispute Resolution (“DISP”) section of the Financial Conduct Authority (“FCA”) Handbook – include that this service can only consider points of complaint that have previously been referred to the business being complained about, so that the business has had a formal opportunity to consider and respond to those points of complaint.

In this instance, Mr P hasn't raised his further points of complaint with AmEx directly, which means that AmEx haven't had a formal opportunity to consider those points of complaint. And this means that I'm unable to consider these further points of complaint at this time, because I have neither the remit or the authority to do so, as per the DISP rules.

Accordingly, if Mr P remains dissatisfied with these further points of complaint, I can only refer Mr P to AmEx to raise those points of complaint with them directly, so that AmEx have a formal opportunity to respond to them. And when AmEx have had that formal opportunity, it may be the case that Mr P has the right to refer those points of complaint to this service, should he still want to.

The points of complaint that I can consider here are the points that have been referred to AmEx and which AmEx have then addressed in their complaint response letter to Mr P. AmEx upheld some of Mr P's complaint points and paid £100 compensation to him, and one objective of clarifying the scope of what I can consider here is to ensure that this £100 payment is considered accurately – as being paid to Mr P for his not being enrolled onto the Regain plan when he should have been – and isn't considered as being paid in relation to any points of complaint that AmEx have not yet formally considered.

Upon review, I feel that AmEx's apology to Mr P for not enrolling him onto the Regain payment plan on the first two occasions that they should have done, along with the reimbursement of interest and fees Mr P shouldn't have incurred, credit file correction, and the payment of £100 compensation, does represent a fair resolution to this aspect of Mr P's complaint.

I take this position because in reimbursing the interest and fees, AmEx have already returned Mr P's account to the position it should have been in, had Mr P been enrolled successfully when he first should have been. Additionally, I've thought about the frustration and inconvenience Mr P would have incurred in having to contact AmEx because he wasn't enrolled in the plan, and I've considered that impact against the general framework this service uses when assessing compensation amounts, details of which are available on this service's website. And, having done so, I feel that £100 is a fair compensation amount.

One point of complaint that Mr P did refer to AmEx, but which AmEx didn't uphold in their response to Mr P's complaint, was that Mr P had received default notices after being enrolled into the plan. But AmEx have provided transcripts of the secure messages between Mr P and themselves which I'm satisfied confirms that Mr P was told when he discussed the plan with AmEx that he would receive a default notice that he could disregard.

Mr P was also unhappy that AmEx didn't offer reasonable communication options to people who are hard of hearing, such as himself, and who struggle to communicate via telephone. But AmEx do have a secure messaging facility, which Mr P used, which does provide an

alternative secure communication option. And while Mr P was frustrated that AmEx's agents didn't enrol him into the Regain plan after he'd communicated with them via secure messaging, the act of communication itself had been successful.

Mr P also complained that AmEx hadn't provided copies of the secure message transcripts to himself, which he'd requested via a Data Subject Access Request ("DSAR"). But AmEx have shown that they did raise a DSAR for Mr P, but that they emailed Mr P to request further information from him to allow them to complete that request. At the time of their response to Mr P's complaint, AmEx were still waiting for Mr P to provide that further information, and I don't feel that AmEx have acted unfairly towards Mr P by not moving forward with his DSAR in the absence of that further information.

Mr P was also unhappy with the performance of AmEx's mobile banking app. AmEx thanked Mr P for the feedback he'd provided about the app but didn't uphold this aspect of Mr P's complaint because they felt the app was operating as intended. This doesn't seem unfair or unreasonable to me, given that there were no confirmed faults with the app and given that slow performance can be the result of a number of factors, many of which (such as poor signal or connectivity) are not in AmEx's control, and I also won't be upholding this aspect of Mr P's complaint.

Finally, Mr P is unhappy with how AmEx have handled his complaint. However, similar to what I discussed at the beginning of this section, this isn't an aspect of Mr P's complaint that I can consider. This is because the DISP rules include that this service, the Financial Ombudsman Service, can only consider points of complaint about specified financial matters. And how a business handles a complaint is not one of the specified financial matters stated in the DISP rules. In short, this means that this service can't consider a complaint about how a business has handled a complaint.

All of which means that, in regard to the points of complaint that I can consider here, I feel that the complaint response issued by AmEx does provide a fair and reasonable outcome to Mr P's complaint, and that no further or alternative action is required of AmEx as a result. And this means that my provisional decision here is that I do not uphold Mr P's complaint.

Mr P responded to my provisional decision and raised several objections to it. These included that Mr P didn't feel that £100 compensation was a fair amount for AmEx's failure to enrol him onto the Regain programme on two occasions. Mr P also felt that this service's own guidelines suggested that a higher amount of compensation was warranted, given that AmEx had made a recurring mistake.

The guidance that Mr P refers to is a general framework that this service uses when assessing compensation amounts. I took this guidance into account when arriving at my position, and upon reassessment I continue to feel that £100 is a fair compensation amount, given the relatively minor frustration and inconvenience that Mr P likely incurred in having to contact AmEx on two occasions upon finding he wasn't enrolled into the Regard programme as he was expecting.

I note that the guidance suggests a compensation payment of between £100 to £300 for repeated small errors, and I feel that the impact on Mr P of what happened sits at the lower end of that range. I also must point out that the guidance is just guidance, and that, ultimately, it's for me in my professional capacity as an ombudsman to decide on what I feel is fair. And this is what I have done, taking all the relevant factors into account, as explained.

Mr P also challenged my view that certain points of complaint that he had raised with this service, such as the temporary write-off of his account balance, were out of scope. However,

my position on this remains as explained in my provisional decision. Accordingly, I can only refer Mr P to AmEx to raise these points of complaint with them so that AmEx have a formal opportunity to consider and respond to those points of complaint. And, after AmEx have had such a formal opportunity, it may be the case that Mr P has the right to refer those points of complaint to this service, should he wish to at that time.

Mr P also questioned my statement that secure messaging offered him a viable means of communication with AmEx, given that AmEx didn't act as they should have done after that communication. Again, however, my position remains the same. Mr P did effectively communicate with AmEx via secure messaging. And while AmEx then made an operational mistake in not acting on the information that Mr P gave them via secure message, it doesn't change the fact that clear communication occurred.

Additionally, if Mr P had provided AmEx with the information via another means – such as via telephone for instance – it could still be the case that AmEx could receive that information and fail to act upon it. In short, the issue here wasn't communication, it was AmEx's failure to act correctly upon receipt of that communication.

Mr P also referred to accessibility concerns and his request for written communication only. But I feel that Mr P's ability to correspond with AmEx via secure message did provide a written form of communication for Mr P, and it remains my position that it was ultimately for Mr P to conform to what I feel were reasonable communication requirements made by AmEx, and not for AmEx to conform to Mr P's communication preferences.

Mr P also questioned how, if this service can't consider a complaint about how a business has handled a complaint, we are able to consider the businesses response to a complaint as part of our review process.

The important point here is that there is a distinction between a complaint about a regulated financial activity and a complaint about how a business has handled a complaint about a regulated financial activity. This service can consider complaints about regulated financial activities (given that we are the Financial Ombudsman Service) and we can consider the response of the business to any complaints about activities that we can consider. What we can't consider are complaints that aren't about a regulated financial activity but are instead about how a business has handled a complaint.

In this instance, Mr P said that he was unhappy with how AmEx handled his complaint. This isn't something this service can consider, because it's not a complaint about the regulated financial activity itself but about how AmEx handled Mr P's complaint about regulated financial activities. But Mr P did raise several other points of complaint about activities we can consider. And when reviewing those complaints, we must consider the businesses actions about which Mr P complains. Otherwise, there would be nothing to review.

Mr P has also said that he was never contacted by AmEx for further information about his DSAR as I have stated in my provisional decision. But AmEx have shown to my satisfaction that they did email Mr P to request more information. Of course, it doesn't necessarily follow that Mr P received that email, but I am satisfied that AmEx sent it, and so if it is the case that Mr P didn't receive that email, I don't feel that AmEx should fairly be considered accountable for that.

Mr P also felt that, in saying that AmEx had no record of it's mobile app not functioning correctly, and in noting that the issues Mr P experienced may not have stemmed from anything AmEx did or did not do, that I was shifting responsibility onto him without basis. Upon review, my position on this point remains unchanged. AmEx didn't have any record of functionality issues, and there could have been several reasons why Mr P couldn't use the

app. However, I confirm to Mr P that my intention was not to assign accountability to himself, but to instead explain why I didn't feel it could fairly be said that accountability rested with AmEx.

Finally, Mr P explained that, following the issuance of my provisional decision, he has been contacted by a debt recovery agency on AmEx's behalf. If Mr P is unhappy about this, then he should raise this point with AmEx as a new complaint, like as explained in regard to the other out-of-scope points of complaint discussed earlier in this section.

All of which means that my overall position on this complaint remains unchanged. And it follows from this that my final decision here is that I do not uphold this complaint on the basis as described in my provisional decision above and as reiterated in my explanations here – which in summary is that I feel that AmEx have already fairly responded to this complaint such that no further action from them is fairly requested.

I realise this won't be the outcome Mr P was wanting, but I trust that he'll understand, given all that 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 P to accept or reject my decision before 17 September 2025.

Paul Cooper
Ombudsman