

The complaint

Mr C is unhappy with several aspects of the service he received from American Express Services Europe Limited, trading as American Express (“AmEx”).

What happened

On 18 March 2025, Mr C contacted AmEx via live chat and agreed to downgrade his account to a fee-free service. Not long afterwards, however, Mr C noticed that AmEx had charged him an annual fee. Mr C called AmEx and asked to cancel his account. AmEx agreed to reimburse the fee and cancel the card.

The following day, Mr C contacted AmEx by live chat again as his account was still open. AmEx’s agent looked at cancelling Mr C’s account, but Mr C wasn’t happy that the agent had addressed him by his first name in the chat and asked to be put through to a manager. Then, when Mr C was put through to a manager, that manager also addressed him by his first name. Mr C was then put through to a different manager, who raised a complaint for Mr C.

AmEx responded to Mr C and apologised for any frustration or offence he may have felt but confirmed that their agents are trained to refer to account holders by their first name unless asked not to by the account holder. AmEx also explained that they couldn’t downgrade or cancel Mr C’s account because he had left the call or the chat before information that they needed to provide to Mr C to complete the process could be given. Mr C 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 felt that AmEx’s explanation and apology already represented a fair outcome to this complaint, and they also noted that AmEx had reimbursed the account fee to Mr C along with some interest that had accrued. Mr C 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 Mr C has provided several detailed submissions to this service regarding his complaint. I’d like to thank Mr C 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 C notes that I haven’t addressed a specific point that 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 C and AmEx. Accordingly, if Mr C notes that I haven’t responded to a specific point, I have considered that point, but I 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.

It also must be noted that this service can only consider points of complaint that have been previously referred to the respondent business (in this case, AmEx), such that the business has had a formal opportunity to consider those points and respond to them. This means that I can't consider any points of complaint about events that have occurred after AmEx issued their final response letter. If Mr C has concerns about later events, I can only ask him to raise those points with AmEx directly in the first instance, so that AmEx have a formal opportunity to consider them. After AmEx have had such a formal opportunity, it may be the case that Mr C has the right to refer those points of complaint to this service.

Finally, I note that Mr C has expressed dissatisfaction with how AmEx have handled his complaint. However, this service can only consider points of complaint about regulated financial matters. And how a business handles a complaint is not a regulated financial matter, even when that complaint is about a regulated financial matter. In short, this service can't consider any complaint about how a business has handled a complaint.

When reviewing this complaint, I've considered the testimonies of Mr C and AmEx, along with live chat transcripts and recordings of phone calls. Having done so, while it's clear that Mr C was frustrated at how events transpired, I don't feel that AmEx have acted unfairly towards him as he contends, and so I won't be upholding this complaint.

One factor in my taking this position is because I don't feel that it was unreasonable for AmEx not to have downgraded or cancelled Mr C's account in the first instance. This is because the downgrade and cancellation process required AmEx to give information to Mr C that they couldn't give him because he left the live chat and ended the relevant phone call before AmEx's agents could provide that information.

Mr C has said that he left the live chat because the agent hadn't responded for several minutes. But the transcript of the chat on March 18, when the account downgrade was discussed, shows AmEx's agent responding approximately 20 seconds after Mr C's last comment. As such, I'm not persuaded by Mr C's argument, and reading the chat transcript it appears that Mr C may have disconnected from the chat before the process was complete and without any indication to AmEx's agent that he would be disengaging.

Accordingly, I don't feel that AmEx acted unfairly on this chat, or by not completing the account downgrade process, which as explained required Mr C's engagement. Similarly, I don't feel that AmEx acted unfairly by later not completing the account closure process when Mr C ended the call before the process could be completed, which again, required his engagement.

Mr C has indicated that he feels that AmEx should have cancelled his account, even after he left the call. But I find Mr C's position on this matter to be unreasonable. Both the account downgrade and the account cancellation processes required AmEx to provide important information to Mr C. If AmEx couldn't provide that information to Mr C, then they couldn't complete the processes. As such, I feel that any frustration or inconvenience that Mr C experienced because those processes weren't completed is an unfortunate consequence of his own actions in not enabling those processes to be completed.

Mr C is also unhappy that AmEx's agents referred to him by his first name on several occasions. AmEx have explained that their agents are trained to refer to account holders by their first name but will revert from this upon request. That AmEx's agents are trained in this way explains why several different agents initially referred to Mr C by his first name but did then stop doing so when Mr C asked them to.

I can appreciate that Mr C finds being addressed by his first name to be rude, but as an impartial party I don't feel that it's unreasonable for AmEx's agents to refer to account

holder's by their first name initially, until told not to, and I don't feel that AmEx should fairly be instructed to do anything further in this regard. Moving forwards, if Mr C engages with AmEx again, he could consider politely explaining to AmEx how he prefers to be addressed at the start of any conversation.

Mr C feels that AmEx refused to raise a complaint for him. However, I feel that the transcript of the live chat shows that AmEx were willing to raise a complaint for Mr C at his request, but that Mr C was unwilling to raise a complaint with specific AmEx agents because he wanted to include the conduct of those agents in the complaint. I acknowledge Mr C's caution in this regard, but there's no reason an agent can't raise a complaint that includes comments on that agent's own conduct, and ultimately, I'm satisfied that AmEx were willing to raise a complaint for him

Finally, it must be noted that AmEx have reimbursed the account fee and associated interest to Mr C, which means that there hasn't been a financial impact on him surrounding what has happened. And, to confirm, I don't feel that AmEx have provided poor service to Mr C. Indeed, as an impartial party, I feel that AmEx's agents showed commendable professionalism in what were often difficult and challenging interactions with Mr C.

All of which means that I won't be upholding this complaint or instructing AmEx to take any further or alternative action here. I trust that Mr C will 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 C to accept or reject my decision before 17 February 2026.

Paul Cooper
Ombudsman