

The complaint

Mr N is unhappy that American Express Services Europe Limited (“AmEx”) won’t accept a bill of exchange as payment to his account.

What happened

In April 2025, Mr N submitted a bill of exchange to AmEx as payment towards his account. Mr N then noticed that AmEx didn’t credit his account with the relevant amount, and when he contacted AmEx about this matter, he was told that a bill of exchange was not a payment type that was accepted by them. Mr N wasn’t happy about this, so he raised a complaint.

AmEx responded to Mr N but didn’t uphold his complaint. Mr N wasn’t satisfied with AmEx’s response, so he referred his complaint to this service. One of our investigators then looked at this complaint, but they didn’t feel that AmEx had acted unfairly by not accepting the bill of exchange. Mr N 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 in his submissions to this service, Mr N has made several arguments of a legal or regulatory nature. 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 N has provided several detailed submissions to this service regarding his complaint. I’d like to thank Mr N 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 N 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 N and AmEx. Accordingly, I confirm that if Mr N notes that I haven’t responded to a specific point that he’s raised, 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’s for AmEx to decide what means of payment they will accept. Notably, AmEx’s terms refer to payment methods listed on their account statements as being acceptable methods of payment. And upon review, bills of exchange are not listed on AmEx’s statements as being acceptable to them. Accordingly, I don’t feel that AmEx have acted unfairly by not accepting

the bill of exchange that Mr N sent, and so I won't be upholding this complaint.

That AmEx doesn't accept bills of exchange seems reasonable to me. This is because it's often the case that bills of exchange are offered to a business without the provision of the underlying funds for payment, which can potentially be interpreted as an attempt to defraud that business. In explaining this point, I'm not suggesting that Mr N is attempting to provide a bill of exchange to AmEx without the provision of the underlying funds for payment. Instead, I am solely providing context as to why businesses such as AmEx don't accept bills of exchange, and why I don't consider it unfair or unreasonable for them to not do so.

Ultimately, the means by which AmEx accept payment are clearly stipulated by AmEx, and I'm satisfied that it's for Mr N to adhere to AmEx's requirements in this regard rather than for Mr N to expect AmEx to accept payment by a means other than those which they state that they accept.

Mr N was also unhappy that AmEx didn't contact him about the bill of exchange. Mr N sent the bill of exchange by post on 16 April and, when his account hadn't been credited or a response from AmEx been received, he contacted AmEx on 29 April, at which time he was told that a bill of exchange wasn't an accepted form of payment.

I can appreciate that Mr N would have preferred an explanation from AmEx upon receipt of the bill of exchange that it wasn't an accepted form of payment. However, this information was readily available to Mr N on his account statements before he sent the bill of exchange, and I feel it was for Mr N to have been aware of the payment methods that were acceptable to AmEx. Additionally, if Mr N wasn't aware, I would reasonably have expected him to have checked whether a bill of exchange was an acceptable means of payment before he sent it, given that bills of exchange are not generally used to make payments to credit accounts and are generally not considered as being an acceptable means of payment by credit providers.

Furthermore, given the concerns I've outlined previously regarding bills of exchange, it can be the case that a credit provider will refer an account to their legal team for consideration if a bill of exchange is submitted to it. This may have been the case in this instance, although fortunately Mr N was able to clarify matters with AmEx on 29 April, which meant that the impact on him of his mistakenly trying to make payment by a non-accepted means was mitigated.

Finally, Mr N has asked to include some further points of complaint to this complaint. However, this service can only consider a point of complaint that has previously been referred to the respondent business directly, so that the business has had a formal opportunity to consider and respond to that point of complaint. Accordingly, if Mr N remains dissatisfied regarding these further points of complaint, I can only refer him to AmEx, to raise these further points with them directly.

Once Mr N has done so, and once AmEx have had a formal opportunity to respond to those further points of complaint, it may be the case that Mr N has the right to refer those further points to this service, should he still wish to do so at that time.

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 N will 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 N to accept or reject my decision before 30 January 2026.

Paul Cooper
Ombudsman