

The complaint

Miss B is unhappy that American Express Services Europe Limited ('Amex') terminated three credit card accounts she had with them.

What happened

The complaint circumstances are well known to both parties, so I don't intend to list this chronologically and in detail. However, to summarise, Miss B had three credit card accounts with Amex. They wrote to her on 17 March 2025 explaining that, under the terms of the agreements she had with them, they were terminating her accounts.

This letter confirmed *"this communication serves as the two months' notice that your Agreement will be terminated. The Termination Date is 14 May 2025 ... Additionally. Please note that we have suspended the use of your Card and the accounts with immediate effect. This means you will no longer be able to use the Card/ Account from now until the Termination Date."* The letter also confirmed that *"All Membership Rewards® points earned up to the Termination Date will be forfeited 30 calendar days after the Termination Date if not redeemed. Please endure you have redeemed all your Membership Rewards points."*

Miss B wasn't happy with what had happened, and she complained to Amex about the closure of the accounts, the loss of cashback and reward points, the damage to her credit score as the accounts were closed without notice, the need to repay the outstanding balances on short notice, and that no reasonable adjustments or support were put in place due to her disability. She also requested copies of all the personal data Amex held for her under a Data Subject Access Request ('DSAR'). Amex didn't uphold the complaint, so Miss B brought it to the Financial Ombudsman Service for investigation.

Our investigator said the terms of the agreement allowed Amex to terminate the accounts by giving two months' notice, which they did. The investigator also thought Amex gave Miss B fair notice about what would happen with her reward points. So, they didn't think that Amex needed to do anything more.

Miss B didn't agree with the investigator's opinion. She didn't think she had been given sufficient notice of the account closures; that Amex acted unfairly by depriving her of access to the reward points she'd earned; that they'd failed to refund the credit balance without undue delay; that they'd failed to deal with the DSAR within the timescales for doing so; that they'd failed to take account of her disabilities under the Equality Act 2010; that they'd failed to properly investigate her complaint; and that they'd failed to give her clear information about how much was due and when, forcing her to pay the full outstanding balance immediately.

The investigator issued a revised opinion which said there was no evidence Miss B had made Amex aware of her disability, or asked for any specific reasonable adjustment, at any point before they notified her of their decision to close her accounts. So, this didn't change their view that Amex didn't need to do anything more.

Miss B still disagreed, so the matter has been passed to me to decide.

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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Miss B was supplied with a credit card under a regulated consumer credit agreement, which means we're able to investigate complaints about it.

Before I explain why I've reached my decision, I think it's extremely important for me to set out exactly what I've been able to consider here. I note Miss B has complained about how Amex dealt with her complaint. However, complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. Given this, the way Amex handled Miss B's complaint isn't something I've considered as part of my decision.

Miss B has also raised the issues of how Amex dealt with her DSAR. As Miss B has explained, this request was made under data protection regulations, and these are overseen in the UK by the Information Commissioners Office (ICO). If Miss B remains unhappy with how Amex dealt with this request, I'm satisfied this is a matter best dealt with by the ICO. As such, it also won't form part of my decision.

Finally, Miss B believes Amex have breached their obligations under the Equality Act 2010. The Financial Ombudsman Service is not able to make a finding that a financial business has breached the Equality Act – this is something only a court can do. In her comments on the investigator's opinions, Miss B has detailed what disclosures and requests she made to Amex under the Equality Act.

The first of these disclosures was made on 27 March 2025, which is after Amex wrote to her to tell her they were closing her accounts. After this date, Miss B requested that Amex provide digital only communication – no post. Her comments go on to explain how Amex's request for ID, so they could process the requested DSAR, failed to comply with these reasonable adjustment requests.

As I've said above, when reaching my decision, I've had regards to the relevant law and regulations, which includes the Equality Act. However, for the reasons stated, I haven't considered anything where it specifically relates to complaint handling or the DSAR request.

I've seen a copy of the terms and conditions relating to the credit cards Miss B had with Amex. These clearly state that *"this agreement is open ended and has no fixed duration. You and we can end it without giving any reason ... we can do this by giving you two months' written notice."* The terms also make it clear that, if an agreement was ended by Amex *"you will no longer earn cashback ... you will lose the cashback that has been earned but not yet applied"* and *"you will no longer earn [reward] points."*

Amex wrote to Miss B on 17 March 2025, providing her with two months' notice of the closure of her accounts. This notice is in line with both the terms of the agreement and the

wider regulations. What's more, Amex aren't required to provide any explanation as to why they made this decision. Although they have explained to us why this was the case, this is privileged information, so Miss B hasn't been provided with this reasoning.

Taking all this into consideration, I'm satisfied that Amex acted reasonably by providing this notice to Miss B, and by closing her accounts after the notice ended. What's more, this letter was sent before Miss B asked Amex for digital only communication as a reasonable adjustment, so I'm satisfied that Amex didn't ignore such a request when sending the letter.

The 17 March 2025 letter went on to explain that Amex were placing a temporary hold on Miss B's accounts, meaning that she wouldn't be able to use them for the remaining two months they remained open. Again, Amex were able to do this in line with the terms and wider regulations, and this doesn't mean the accounts were closed earlier than the two months' notice – they remained open and Miss B was able to access and use any cashback and reward points for this period, which was explained by the 17 March 2025 letter.

As such, I'm satisfied that Amex gave Miss B sufficient notice of the closure of her accounts, and they didn't deprive her of access to any reward points or cashback she'd earned.

Miss B also said that Amex had failed to refund her credit balance without undue delay. I've looked at the transactions on the accounts and I've seen that:

- Account 1 - £1,104.50 credit balance refunded between 4 and 16 April 2025
- Account 2 - £1.44 credit balance refunded 6 August 2025
- Account 3 - £364.19 credit balance refunded between 7 and 25 April 2025

From what I understand, these credit balances were as a result of multiple disputed transactions and, for the most part, they were all refunded to Miss B within six weeks of the notice of closure being issued and before the accounts were closed. Given these circumstances, I'm satisfied that Amex acted reasonably when issuing these refunds.

Miss B said that Amex failed to give her clear information about how much was due on each account, and this resulted in her having to pay the full outstanding balances immediately. As Miss B had disputed a number of transactions while she was using the cards, and the timescales involved in dealing with these disputes, I appreciate the actual outstanding balances may have been difficult to confirm initially – this would be one of the reasons why the accounts were suspended for the two-month notice period, as it would allow time for any outstanding disputes to be dealt with.

However, Amex were still sending statements during this period, and I haven't seen anything to show me they demanded Miss B clear all the outstanding balances upon receipt of the 17 March 2025 letter. If Miss B needed time to pay, she was able to speak to Amex about this, and to put a mutually agreeable payment plan in place.

So, in conclusion, given the above, I'm satisfied that Amex acted fairly and reasonably when giving Miss B notice to close her accounts with them. And I won't be asking them to do anything more.

My final decision

For the reasons explained, I don't uphold Miss B's complaint about American Express Services Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 23 February 2026.

Andrew Burford
Ombudsman