

The complaint

Mrs W is unhappy that American Express Services Europe Limited (“AmEx”) won’t reimburse historical yearly account membership fees for an account she believed she had cancelled in 2023, or with the service she’s received from AmEx surrounding her complaint about this matter.

What happened

Mrs W previously complained to AmEx about the membership fees charged on her account as she believed that she had cancelled her account such that those fees should never have been charged. AmEx didn’t agree with Mrs W’s position and felt that the account had remained active and that the fees had been charged correctly. However, as a gesture of goodwill, AmEx agreed to reimburse a significant portion of the annual fees for 2024 and 2025 back to Mrs W.

In June 2025, Mrs W referred that earlier complaint to this service, because AmEx hadn’t made the reimbursement to her that they’d promised. AmEx did then make a reimbursement payment to Mrs W in line with what they’d agreed.

Sometime later, Mrs W found an AmEx account statement which showed that her account had been cancelled in February 2023. Mrs W forwarded this to AmEx who said that the account had been cancelled at that time, but that it had seemingly been a mistake, and that Mrs W had reinstated the account shortly afterwards. Mrs W wasn’t happy that AmEx considered her account to have been reinstated in February 2023 or that they hadn’t explained that her account had been cancelled at that time when she had raised the previous complaint with them. So, she referred her complaint to this service.

One of our investigators looked at this complaint. But they thought it was most likely the case that Mrs W had been aware that the account had been reinstated in 2023 and so felt that the ongoing annual membership fees had been fairly charged by AmEx. Mrs W 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.

Mrs W has said that she cancelled the AmEx account in February 2023 and did not knowingly reinstate it. Conversely, AmEx say that Mrs W did knowingly reinstate the account and point to account notes that suggest that was the case as well as that Mrs W undertook spending using the card after the account was reinstated.

Upon consideration, I find AmEx’s position to be the more persuasive here. One reason I say this is because after the account was cancelled in February 2023, Mrs W spoke with AmEx about her account. While a recording of that call is unfortunately not available, which I feel is understandable, given the passing of time, the notes from that call suggest that the account had been cancelled incorrectly, and the reinstatement of the account then took place.

Later in February 2023, after the account was reinstated, Mrs W undertook further spending on the account – paying £50 to an airline and £195 to a high street store. Notably, the statement also confirms that, regarding the payment to the airline, the payment concerned a ticket in Mrs W's name. As such, I feel that this strongly suggests that Mrs W made that payment herself and so was aware that the account was active at that time.

Given that I feel that it's most likely that Mrs W was aware that her account was reinstated in February 2023, for the reasons explained above, I also feel that if Mrs W was later of the belief that she no longer held an active AmEx account, one possible reason for this is that Mrs W unfortunately forgot about the account, potentially because she stopped using it.

But in this scenario, I don't feel that AmEx can reasonably be said to have acted unfairly towards Mrs W by administering the account as they did. This is because Mrs W had an active AmEx account that she could have used. And the membership fees that AmEx charge on the account aren't dependent on the account being used, but on the account being active and being available for use – which it was.

It's also notable that after the account was reinstated, AmEx continued to produce monthly statements for the account. Mrs W's account statement preference was set to paperless, and so these statements were uploaded to her online portal, with notifications when each statement was produced sent to Mrs W by email. AmEx also sent Mrs W notifications of any changes to the account terms and conditions by the same method.

All of which means that I don't feel that AmEx have acted unfairly here by charging the annual membership fees. This is even in consideration of the Consumer Duty, which Mrs W has referred to in recent correspondence with this service, and which sets a higher standard for firms in terms of how they are interacting with their customers.

Notably, the Duty only applies from 31 July 2023 onwards and so didn't apply at the time of the cancellation and the reinstatement in February 2023. And while Mrs W is unhappy that AmEx didn't confirm the cancellation and reinstatement when they handled her earlier complaint, this service can't consider a complaint about how a business has handled a complaint – because complaint handling isn't a regulated financial matter and so doesn't fall within the remit of what this service can consider.

Speaking generally, it would have been preferable if AmEx had provided that information to Mrs W sooner. But it must be noted that this service is outcome focussed, and the outcome here is that Mrs W has received a reimbursement payment from AmEx as a goodwill gesture that I would not have instructed AmEx to have made, had they not done so, because I don't feel that AmEx have acted unfairly or unreasonably in how they've administered Mrs W's account.

I realise this won't be the outcome Mrs W was wanting, but it follows from all the above that I won't be upholding this complaint or instructing AmEx to take any form of action. I hope that Mrs W 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 Mrs W to accept or reject my decision before 4 February 2026.

Paul Cooper
Ombudsman