

### **The complaint**

Mr N complains that American Express Services Europe Limited (“Amex”) charged him a membership fee, did not honour a one-month grace period and failed to enable contact with his relationship manager in the lead up to the closure of his account.

### **What happened**

Mr N says that, prior to his account being closed in March 2023, he had attempted to speak to his Centurion Relationship Manager but couldn’t reach him. He says he believes the cancellation could have been avoided had he done so, and that he had a one-month grace period in which to provide the requested “*Know Your Customer*” (KYC) information. Mr N adds that he has now paid an annual membership fee for services he hasn’t received.

Amex says it made it clear to Mr N on many occasions what he needed to do to avoid his account being cancelled. It says it found no record of him being promised a one-month grace period for reinstatement, but confirmed his membership fee had been refunded on 4 March 2024.

Our investigator did not recommend the complaint should be upheld. He said he could not agree that Amex had acted unfairly with regard to the annual fee, nor that it had done anything wrong by refusing to reinstate Mr N’s account.

Mr N responded to say, in summary, that:

- He made an account payment in February 2023, following reminders from Amex, and when the account was still open. He says he would not have paid, or would have at least attempted a resolution, had he been told there was a problem with the account at that time;
- The service he received from his relationship manager was lacking in the lead up to the account cancellation;
- Amex failed to respond to emails, did not return promised calls, and, even internally, it could not reach the correct department.

### **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.

As Mr N’s initial complaint about the issues that led to the closure of his card accounts has already been considered by this service, I cannot consider that aspect again.

### Account Reinstatement

I am satisfied that Mr N's International Euro Card (IEC) account was closed in March 2023 because Amex didn't receive the requested KYC information by the required deadline. Although I acknowledge that Mr N says his relationship manager could have reinstated his account within a one-month grace period had he been able to speak to him, Amex says this was not the case as this was not the responsibility of a relationship manager, with or without a grace period.

In summary, I cannot see that there are any exceptional circumstances, either then or now, that would mean Amex should reopen the account and I consider it is adhering to its own processes by refusing to reinstate it.

Additionally, Amex has said that Mr N requested the closure of his International Dollar Card (IDC) account in March 2024, and, on that basis, I don't find it unreasonable that Amex has declined to reinstate it. Amex confirmed that the IDC card was available for use during that time, alongside all its associated benefits.

Ultimately Amex is entitled to choose with whom it does business and the Financial Ombudsman Service cannot compel it to offer its services to Mr N.

### Account fees

I accept that Mr N has clarified that the membership fees were not the main thrust of his complaint, however, for the sake of completeness I have outlined what happened in that regard.

Mr N's IEC account was cancelled by Amex on 15 March 2023. I have seen evidence to show that no account fees were charged in the year prior to its closure, so I'm satisfied that Mr N is not due a refund for that account.

Mr N's IDC account was cancelled on 6 March 2024, and Amex says this was Mr N's decision based on the \$4,000 membership fee.

In the year prior to the account closure, I can see Mr N was billed \$4,000 on 6 December 2022 and he paid it on 23 February 2023. Mr N had full membership throughout that year, so I cannot agree he is due a refund. On 6 December 2023, Mr N was billed a further \$4,000, but this was credited back to his account on 4 March 2024 when he made the decision to close the account. Again, Mr N is not due a refund as he made no further payments after 23 February 2023.

### Communication

Having looked at the evidence provided by both Mr N and Amex, I can understand why Mr N is expressing his frustration about some elements of Amex's customer service leading up to the cancellation of his card. However, as I'm satisfied that these aspects of Mr N's complaint have already been considered by this service (as explained above), I cannot make any further findings.

## **My final decision**

My 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.

Amanda Williams  
**Ombudsman**