

## **The complaint**

Mr B complains that American Express Services Europe Limited (“AMEX”) applied a default to his credit card account, impacting his credit file, without suitably communicating with him.

## **What happened**

AMEX defaulted Mr B’s credit card account in January 2025, having not received any payments towards the outstanding balance since July 2024.

AMEX reviewed Mr B’s complaint and didn’t uphold it. It advised that they had followed the correct process.

An investigator then reviewed the merits of Mr B’s complaint and didn’t think AMEX had done anything wrong.

Mr B disagreed with our investigator’s opinion. Because an agreement couldn’t be reached, the complaint 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’m not upholding this complaint. I know this will disappoint Mr B, so I’ll explain why.

Mr B entered into a ‘payment break’ in August 2024 as he was suffering some financial difficulties. AMEX confirmed this in writing, advising Mr B that, among other elements, he didn’t need to make any payments until October 2024, and it wouldn’t charge him any interest or late fees.

In advance of the payment break ending, AMEX wrote to Mr B explaining that he would then need to resume making at least minimum payments and advising of the consequences of missing payments. The payment break ended in October 2024, but Mr B didn’t make any further repayments.

In November 2024, Mr B advised AMEX that he was due to receive a bonus in December, so it agreed to review the account then.

Despite numerous attempts by AMEX to speak with Mr B, no discussion took place and as it still hadn’t received any payments, AMEX wrote to Mr B, with a “Notice of default” on 24 December 2024.

The letter explained that AMEX could terminate the agreement on or after 11 January 2025 and it will then demand payment of the outstanding balance, which at the time of writing was around £17,500.

The letter further explained that the account may be referred to a debt collection agency, along with the impact the default will have on his credit records.

AMEX then sent Mr B two letters on 15 January 2025. One letter was a formal demand for payment of the full outstanding balance, the other notified Mr B that the account had been passed on to an external debt collection agency.

Mr B has explained that he hadn't received any of the letters referred to above, until after the account had been closed and the default applied.

Mr B has also advised that he receives a lot of unsolicited calls each week and because of that he often doesn't answer.

AMEX have shared the letters that were sent to Mr B that I've referred to above. I am comfortable that it took a fair approach to assessing Mr B's situation, sending appropriate and timely letters. The letters were correctly addressed to Mr B, so I don't hold AMEX accountable for any delays to delivery.

I acknowledge Mr B's comments regarding unsolicited phone calls. But as AMEX hadn't received any payments or substantive response to its requests, I think making phone calls was a reasonable approach for AMEX to take.

AMEX have shared details of the calls it made to Mr B that were unanswered, or on one occasion Mr B did answer but was unable to speak at that time.

Overall, I think AMEX made appropriate attempts to engage with Mr B, and even while taking Mr B's comments noted above into account, there had been sufficient interaction between him and AMEX regarding the payment break, for him to have reasonably known that payments were required.

I don't think AMEX has treated Mr B unfairly.

### **My final decision**

For the reasons outlined above, I don't uphold this complaint against American Express Services Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 May 2026.

David Barker  
**Ombudsman**