

## **The complaint**

AMERICAN EXPRESS SERVICES EUROPE LIMITED (AmEx) provided Mr S with a credit card in 2022. It had a credit limit of £1,0000. Mr S says the credit was provided irresponsibly.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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 considered everything, I'm not upholding Mr S's complaint. I'll explain my reasoning below:

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mr S's case.

I've decided the credit was provided fairly because:

- Based on the information AmEx has provided to our service, I can't reasonably conclude that the checks it did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mr S's financial situation.
- If AmEx had done proportionate checks, I don't think it's likely these would have shown it was unfair to provide the credit to Mr S.
- Mr S has provided a copy of his credit file, which shows that he had no recent missed payments or defaults. Mr S has also provided copies of his bank statements in the three months' prior to AmEx granting the credit card. These show his income was around £1,800 a month, and that he had relatively limited essential monthly expenditure. Mr S has also shown his rent was £800, but this leaves him with £1,000 a month to cover his other essential expenditure and existing credit commitments.
- Based on the information Mr S has provided about his circumstances at the time, there was nothing to suggest Mr S was likely to be unable to sustainably repay what he was being lent.
- I don't think AmEx acted unfairly in any other way.

This means I don't think AmEx did anything wrong when it provided the credit card to Mr S.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think AmEx lent irresponsibly to Mr S or otherwise treated him unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mr S hoped for. But for the reasons above, I'm not asking AmEx to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding this complaint about AMERICAN EXPRESS SERVICES EUROPE LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 March 2026.

Frances Young  
**Ombudsman**