

## **The complaint**

Mr B complains on behalf of limited company “X”. He complains that AMERICAN EXPRESS SERVICES EUROPE LIMITED (“AESEL”) has impacted his credit score and reduced the spending capacity on X’s charge card.

Mr B says that a payment wasn’t made by the payment due date in October 2024, as a result of a fault with AESEL’s payment systems.

## **What happened**

X has a charge card account with AESEL. X’s charge card statement in October 2024 showed that a payment of £31,427.38 was due to be paid by 10 November 2024.

X says that due to problems with AESEL’s payment system online, it wasn’t able to add a payment method to the account to make the payment. X has provided evidence to show that there has been issues with AESEL’s payment systems. This meant that a payment wasn’t made, which resulted in the spending capacity on the card being capped. In addition, a negative marker was reported to the credit reference agencies (CRA’s).

AESEL responded to X’s complaint, but it didn’t uphold its concerns. In summary, AESEL said charge cards don’t have an unlimited spend capacity. And that limits are put in place due to a variety of factors. In relation to the missed payment from the October 2024 statement, it explained that it would be up to X to ensure that the payment is received on time. AESEL also explained that it is reporting correctly to the CRA’s.

An Investigator considered the evidence provided by both parties, but they didn’t uphold X’s complaint. They explained that when X first raised the complaint to AESEL, X said that the payment was missed due to an ‘administrative error’. While the Investigator didn’t dispute that there might have been issues making payments online, they didn’t think the online payment issues were the cause of the missed payment, based on what X had said in its complaint letter to AESEL. Overall, the Investigator didn’t think AESEL had done anything wrong.

X didn’t agree with the Investigator’s view. It explained that it had sent plenty of evidence to show that there were problems with AESEL’s payment systems. This included screenshots of error messages, copies of conversations with AESEL where it admitted to a problem with the system, and information from X’s payment provider which said some customers are experiencing problems making payments to AESEL. X reiterated that it wasn’t able to add or remove a debit card to make a payment, X’s business banking information was rejected, and it couldn’t make a payment as a result of AESEL not accepting X’s banking information.

Because an agreement couldn’t be reached, the complaint has been passed to me to decide on the matter.

## **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.

I'll start by explaining that I've read and considered all the evidence provided by the parties. I say this as I'm aware I've only summarised the complaint. I don't intend this as a discourtesy, but merely to reflect my informal role in reaching an outcome. This also means I haven't commented on everything Mr B has said, or all the evidence that has been provided. I have kept my decision to what I think is relevant to the crux of the complaint.

X says that it missed a payment relating to October 2024's statement as a result of AESEL not accepting its card details when it tried to make the payment. But I can't fairly conclude that this is the case here, I'll explain why below.

When X first complained to AESEL in March 2025, it didn't mention that there had been problems in it making a payment via the app, which was why the payment was missed – I'd have expected X to have told AESEL about any payment issues at the point of complaint if this was the reason for the missed payment. Instead, X says that the payment was missed due to an 'administrative error'.

Looking at X's October 2024 statement, this said that X was required to pay £31,427.38 by 10 November 2024. I can see that X made a payment to the account of £6,500 on 10 November 2024, but this wasn't enough to cover the amount due. This is more likely the reason why AESEL recorded that a payment had been missed – because the amount due wasn't paid by the due date. Given that X was able to make a payment to the account by the payment due date (albeit not for the required amount), I can't fairly conclude that the missed payment was recorded as a result of AESEL having system issues.

In addition to this, I can see notes on X's account from November 2024, show that Mr B got in touch and said:

*"Hi Amex Team, just wanted to advise that I will be paying the balance off ASAP. My business has the funds, the platform I use to sell has changed how payments are released now, so they releasing funds in stages. As you can see, I've been paying it down as and when I have lump sums. So if you can update your system to reflect that I am paying this off and I've paid every bill prior on time and in full."*

Taking into account all of the information I've available, I'm not persuaded that the reason the balance due wasn't repaid by the due date was because of X having trouble paying online. It appears more likely that the full balance wasn't paid by the due date because X didn't have the funds. As a result, I can't conclude that the missed payment was because of something AESEL had done wrong. Therefore, I won't be ordering AESEL to take action to put things right.

I note X has also said that the spending capacity on his account had been reduced. As AESEL explained already, there isn't an unlimited spending capacity on the account. And given that X didn't pay the full balance due by the payment due date, I don't think it unreasonable that AESEL reduced the spending limit on the account as a result of this.

I have seen the evidence X has provided this Service – clearly there was a problem in X adding its card details and bank account information to make payment to the charge card. AESEL has since explained that the issue is due to it not accepting payments from the account X holds. So, there is no system issue, it simply doesn't accept payments from the account X was using. I can't see that AESEL properly explained this to X, which I'm of the view that it should have. That said, X has been able to make payments to the accounts for other months, and he could still transfer funds from his account to his AESEL charge card (he just couldn't add the details on the app). There were also other ways X could have made

repayments – as outlined on X’s statements. So I see no reason why X couldn’t have taken action to make a payment in a different way. And it was ultimately X’s responsibility to ensure repayments were made on time.

**My final decision**

For the reasons set out above, I don’t uphold X’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask X to accept or reject my decision before 19 February 2026.

Sophie Wilkinson  
**Ombudsman**