

The complaint

Miss M complains that American Express Services Limited (Amex) unfairly closed her credit card accounts and supplementary card accounts without providing a proper explanation. She is also unhappy with the service she received from Amex.

What happened

The detailed background of this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Miss M had two accounts with Amex – a Gold Rewards account and a Platinum Cash Back Everyday account. Miss M's partner was a supplementary card holder for both accounts.

Amex has explained in line with the terms and conditions it applied a £195 annual fee for the Gold account, and £45 for a supplementary card. It didn't apply any fees to Miss M's Platinum account.

In May 2025 Amex completed a review of Miss M's accounts. Following this Amex wrote to Miss M, saying that following its review it had decided to close her supplementary card accounts. Amex gave Miss M two months' notice and told her it had suspended the accounts, and that they would be closed on 2 July 2025.

Amex conducted a further review and decided to close Miss M's accounts in their entirety. On 25 June 2025, Amex wrote to Miss M to let her know that her accounts would be closed in August 2025, and in the meantime her accounts would be suspended. Amex refunded Miss M just under £30 worth of fees in July and August 2025.

Miss M complained. In summary she said:

- She has a perfect credit score with all credit agencies.
- She has never missed any payments or had any adverse additions to her credit report.
- The only credit cards she held were with Amex and she is a long-standing customer.
- She wants Amex to provide a proper explanation why it no longer wants her as a customer.
- Amex's initial contact about which accounts were being closed was confusing.
- It's unfair that she has had to pay account fees when her account was suspended – she was paying for a product she was unable to use.

In response, Amex told Miss M that it had made a commercial decision to close her accounts following a review. And it had had closed the accounts in line with the terms and conditions. It apologised to Miss M for any trouble and upset it had caused her. But said it hadn't done anything wrong.

Unhappy with this response Miss M brought her complaint to our service. One of our investigators looked into what had happened. After looking at all the information, including information Amex provided to our service in confidence, the investigator didn't think Amex had treated Miss M unfairly when it had closed her accounts and said Amex didn't have to explain why it no longer wanted Miss M as a customer. So, they didn't uphold the complaint.

Miss M disagreed. In summary she said:

- Amex has offered no plausible reason for their decision to close her accounts. She managed her credit religiously and has never had any adverse events. Amex's ultimate position is that they don't have to give a reason, so she can "get lost". She finds this unacceptable.
- In her opinion there is no justification for their decision, and in any event, their handling of everything has been inexcusable.

As no agreement could be reached the matter has come 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.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Amex has treated Miss M fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

I will clarify first that we are an independent dispute resolution service. That means that we do not work for either side. We are here to propose a resolution to the complaint which we find to be fair. We're not consumer champions, and we're not here to resolve the complaint solely to the satisfaction of the complaining party. We look at things impartially. Naturally, that will sometimes mean that we find more in favour of one side, and naturally that means that the other side may not get what they want. Sometimes, the complaining party is in the wrong and won't get what they want. That is part and parcel of using an independent dispute resolution service.

I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focused on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. But I have read all Miss M's submissions. I can understand it would have been upsetting for Miss M to learn her credit card accounts were to be closed and no explanation given by Amex why that was. While not trying to minimise the upset and frustration this no doubt caused Miss M the terms and conditions of Miss M's account state: *"This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by calling us or writing to us (our contact details are at the beginning of this agreement) to tell us to close your*

account and by paying off all the amounts you owe. We can do this by giving you at least two months written notice..." I've seen the letters Amex sent to Miss M giving her the full notice period, so I'm satisfied Amex has complied with this part.

However, during the notice period Amex blocked the accounts so no transactions were able to be made. Based on the information Amex has shared with us in confidence, I don't find Amex blocking Miss M's accounts during the notice period to be unfair.

I've next gone on to consider whether Amex's reason for closing the accounts was fair. In doing so, I appreciate that Amex are entitled to set their own policies and part of that will form their risk criteria. It is not in my remit to say what policies or risk appetite Amex should have in place. I can however, while considering the circumstances of individual complaints, decide whether I think customers have been treated fairly.

Amex are not obliged to provide Miss M with a full explanation why they made the decision to close her accounts. I can see that Miss M finds it frustrating that she hasn't been given a clear explanation of the reasons behind Amex's decision to close her accounts. Whilst I acknowledge Miss M's pursuit to get absolute clarity, about why Amex ultimately decided to close her accounts, and that the explanations given to date are unhelpful, Amex do not have to be explicit in their reason. So, I find no error was made here.

Amex has provided some further details of its decision-making process, I'm sorry but I can't share this information with Miss M due to its commercial sensitivity. But I've seen nothing to suggest Amex's decision around closing Miss M's accounts was unfair.

On balance when considering the Amex's wider regulatory responsibilities and all the information available to me, including the information Amex shared with our service in confidence, I find Amex had a legitimate basis for closing Miss M's accounts and not tell her why. I'm also mindful that these are credit card accounts, and it's the prerogative of Amex whether they want to continue to lend money.

Miss M has also complained about Amex's communication. She's said Amex's communication about which accounts it was closing was discordant and erratic. Miss M has pointed out that Amex said both cardholders were being cancelled. Then it was just her partners. Then it was her account. She said Amex eventually clarified during a phone call that initially it was only the additional card holder being cancelled. Miss M is unhappy that Amex didn't apologise or offer any compensation for the confusion

Amex sent two emails to Miss M. The first on 1 May 2025 cancelling the supplementary cards held by Miss M's partner. Amex then sent Miss M another email on 25 June 2025 giving her two months' notice that both her accounts would be closed in their entirety.

Having looked at the emails Amex sent Miss M I haven't found these to be confusing. I think Amex made it quite clear in the emails it sent Miss M on 1 May 2025 that it was the supplementary account that was being suspended and would then be closed. Amex then decided upon further review to close all of Miss M's accounts – which as I've set out above it was entitled to do. So, I won't be asking Amex to do anything more to resolve this aspect of Miss M's complaint.

Finally, Miss M has said she is unhappy that Amex charged her account fees despite her not being able to use her card. Although Miss M couldn't use the account fully while it was restricted, she was still able to redeem membership rewards and access other benefits. I've also kept in mind Miss M was able to close the card prior to the expiry of the 60-day cancellation notice by request. So, I don't find Amex have done anything wrong here and

that the fees were applied in line with the terms and conditions of the accounts, which Miss M agreed when she opened the accounts.

In summary I realise Miss M will be disappointed by my decision. But having looked at all the evidence and circumstances of this complaint, I won't be telling Amex to do anything more to resolve Miss M's complaint. Given how strongly Miss M feels about what happened she may want to pursue the matter further through other routes. But my decision brings to an end what we – in trying to resolve her dispute with Amex informally – can do for her I'm sorry if this disappoints Miss M.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 May 2026.

Sharon Kerrison
Ombudsman